

DECLARATION FOR PATENT APPLICATION

As a below named inventors, we hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I/we believe that I am the original, first and sole inventor (if only one name is listed below) or an original first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

FRAMEWORK FOR ESERVICE MANAGEMENT

the specification of which:

[] is attached hereto.

[X] was filed on October 26, 2001 as Application No. 10/035657

and was amended on _____.

I/we hereby state that I have reviewed and understand the contents of the above identified specification including the claims, as amended by any amendment referred to above.

I/we acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56.

I/we hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application or patent or inventor's certificate having a Filing date before that the application on which priority is claimed.

Foreign Application(s), if any, for Patent or Inventor's Certificate Filed Within 12 Months Prior to the Filing Date of This Application:

<u>Country</u>	<u>Application No.</u>	<u>Date of Filing</u> (day, month, year)	<u>Priority Claimed</u> <u>Under 35 U.S.C. §119</u>
_____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
_____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
_____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO

All Foreign Applications, if any, for Patent or Inventor's Certificate Filed More Than 12 Month's Prior to the Filing Date of This Application:

<u>Country</u>	<u>Application No.</u>	<u>Date of Filing</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/we hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.
Prior Foreign Application(s)

<u>Number</u>	<u>Country</u>	<u>Day/Month/Year Filed</u>	<u>Priority Claimed</u>
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Page 2

I/we hereby claim the benefit under Title 35, United States Code, §119 of any United States provisional application(s) listed below.

U.S. Provisional Application Number

Filing Date

60/243,401

10/27/00

I/we hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code §112, I/we acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the Filing date of the prior application and the national or PCT international Filing date of this application.

Application
Serial No.

Date of Filing

Status
(patented, pending abandoned)

Please send Correspondence and direct telephone calls to:

PANACYA Inc.
134 National Business Parkway, Suite 400
Annapolis Junction, MD 20701
877-PANACYA
Attention: Pauline A. Constantino
General Counsel
Direct: 410-904-8696

***** Signature Page Follows *****

DECLARATION AND NOA 02/10/20

Page 4

Post Office Address

Inventor's signature

Date

Michael E. Cormier

Name of fifth inventor

West Hartford, Connecticut

United States

Residence

Citizenship

Post Office Address

DECLARATION FOR PATENT APPLICATION

As a below named inventors, we hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I/we believe that I am the original, first and sole inventor (if only one name is listed below) or an original first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

FRAMEWORKFOR ESERVICE MANAGEMENT

the specification of which:

[] is attached hereto.

[X] was filed on October 26, 2001 as Application No. 10/035657
and was amended on _____

I/we hereby state that I have reviewed and understand the contents of the above identified specification including the claims, as amended by any amendment referred to above.

I/we acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56.

I/we hereby claim foreign priority benefits under Title 35, United states Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application or patent or inventor's certificate having a Filing date before that the application on which priority is claimed.

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Country	Application No.	Date of Filing (day, month, year)	Priority Claimed Under 35 U.S.C. §119
_____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
_____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
_____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO

All Foreign Applications, if any, for Patent or Inventor's Certificate Filed More Than 12 Month's Prior to the Filing Date of This Application:

Country	Application No.	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/we hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.
Prior Foreign Application(s)

Number	Country	Day/Month/Year Filed	Priority Claimed ___Yes ___No
_____	_____	_____	

OCT. 23. 2002

9:51AM

PHINHCYH INC

NO. 146

P. 13

____ Yes ____ No

Page 2

I/we hereby claim the benefit under Title 35, United States Code, §119 of any United States provisional application(s) listed below.

U.S. Provisional Application NumberFiling Date60/243,40110/27/00

I/we hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code §112, I/we acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the Filing date of the prior application and the national or PCT international Filing date of this application.

ApplicationStatusSerial No.Date of Filing(patented, pending abandoned)

Please send Correspondence and direct telephone calls to:

PANACYA Inc.
134 National Business Parkway, Suite 400
Annapolis Junction, MD 20701
877-PANACYA
Attention: Pauline A. Constantino
General Counsel
Direct: 410-904-8696

***** Signature Page Follows *****

Page 3

I/we hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the U. S. Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Inventor's signature

Date

Earl D. Cox

Name of sole or first inventor

United States

Residence

Citizenship

Morrisville, North Carolina

Post Office Address

Inventor's signature

Date

Franco R. Negri

Name of second inventor

Columbia, MarylandItaly

Residence

Citizenship

Post Office Address

Inventor's signature

Date

Todd Materazzi

Name of third inventor

Columbia, MarylandUnited States

Residence

Citizenship

Post Office Address

Inventor's signature

Date

Jason Bragg

Name of fourth inventor

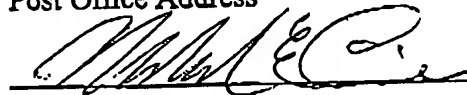
Winter Park, FloridaUnited States

Residence

Citizenship

Page 4

Post Office Address



4/12/02

Inventor's signature

Date

Michael E. Cormier

Name of fifth inventor

West Hartford, Connecticut

United States

Residence

Citizenship

Post Office Address

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re: Application of: **Earl D. COX et al.**

Group Art Unit: **Unknown**

Application No.: **10/035,657**

Examiner: **Unknown**

Filing Date: **October 26, 2001**

For: **Framework For eService Management**

DECLARATION OF PAULINE A. CONSTANTINO

I, Pauline A. Constantino, hereby declare the following:

1. During the time of the events described below occurring up to and including September 30, 2002, I served as General Counsel of Panacya, Inc. (hereinafter "Panacya").
2. One of my duties as General Counsel involved ensuring that every employee signed certain Panacya documents, including but not limited to nondisclosure agreements and employment related documents.
3. Prior to joining Panacya, employees were to execute the Panacya Nondisclosure Agreement as a condition of their employment with the company. In my typical course of business as Panacya's General Counsel, I retained all executed Nondisclosure Agreements in my files.
4. On April 24, 2000, Jason Bragg executed Panacya, Inc.'s Confidentiality/NonDisclosure Agreement ("the April 24th Confidentiality Agreement"). The April 24th Confidentiality Agreement is attached at Exhibit 2.
5. The April 24th Confidentiality Agreement states in Paragraph 1 that Jason Bragg, as the RECIPIENT, "acknowledges that all processes, inventions, discoveries, improvements, creations, or other work products which [Jason Bragg] conceives or makes for or on behalf of [Panacya, Inc.] or which grows out of the processes, inventions, discoveries, improvements, creations or other work products which [Jason Bragg] conceives or makes for or on behalf of [Panacya, Inc.] or which involve the use of [Panacya, Inc.'s] equipment, technology or other resources during [Jason Bragg's] relationship with [Panacya, Inc.] shall be the sole and exclusive property of [Panacya, Inc.], and that all property rights to those items shall belong to [Panacya, Inc.]."

6. On May 1, 2000, Jason Bragg began his employment with Panacya as an at-will employee.

7. On October 27, 2000, Panacya filed a provisional patent application with the U.S. Patent and Trademark Office entitled Framework For eService Management. The U.S. Patent and Trademark Office which assigned that provisional application Serial No. 60/243,401 ("the '401 Provisional Application"). Jason Bragg was named as one of the five inventors on the '401 Provisional Application.

8. In the normal course of prosecuting the '401 Provisional Application, all of the named inventors of the '401 Provisional Application assigned their patent rights associated with the '401 Provisional Application to Panacya. All of the named inventors were provided with copies of the application process.

9. Jason Bragg assigned his patent rights associated with the '401 Provisional Application to Panacya, on October 25, 2000, by executing the signature page of the Assignment of Provisional Application. A copy of the Assignment Coversheet, Assignment of Provisional Application and signatures of the named inventors for the '401 Provisional Application are attached at Exhibit 3.

10. In executing the assignment of his patent rights associated with the '401 Provisional Application, Jason Bragg represented that he "does hereby sell, assign and transfer unto [Panacya, Inc.], its successors, assigns and legal representatives, the full and exclusive right, title and interest, in the United States and all foreign countries, to each invention as described in the aforesaid application, and to the said application and to all subsequent applications based thereon including any and all continuations, divisions, reissues and substitutes of such subsequent applications" See Assignment at Exhibit 3.

11. On or about January of 2001, Panacya formalized its pre-existing employment policies into a document entitled Employment Policies. A copy of Panacya's Employment Policies is attached at Exhibit 4.

12. The "COMMITMENT TO CONFIDENTIALITY" section of Panacya's Employment Policies states "Over a period of time, PANACYA has developed certain information, products, technology, processes, trade secrets, procedures, client lists, etc., which are an important part of our business. It is essential for all employees to realize that this information is proprietary and is the property of PANACYA. It is a violation of your responsibility to this Company for any employee to share this information with any other party or to use it for your own purposes. Keeping this information confidential is a specific condition of your employment with this Company. As a condition of employment, each employee will be required to execute a comprehensive Nondisclosure/Confidentiality Agreement. Unless there is a written contract to the contrary, any work produced during your employment with this Company is considered 'work for hire' and the rights to all such work belong entirely to PANACYA." See Page 17 of Exhibit 4.

13. On January 3, 2001, Jason Bragg executed the "EMPLOYEE ACKNOWLEDGEMENT FORM" associated with Panacya's Employment Policies. A copy of the "EMPLOYEE ACKNOWLEDGEMENT FORM" executed by Jason Bragg is attached at Exhibit 5.

14. In executing the "EMPLOYEE ACKNOWLEDGEMENT FORM," Jason Bragg acknowledged, in relevant part, that he "received a copy of this Company's current Employee Policy Handbook. I understand that it is my obligation to read it, understand it, and abide by the policies described. I understand and agree that compliance with all [of Panacya's] policies is a condition of my employment with [Panacya]."

15. On or about March 6, 2001, Jason Bragg resigned his employment with Panacya, Inc. In the course of resigning from Panacya, Inc., Jason Bragg executed a "Separation Agreement And General Release" Agreement ("Separation Agreement"). A copy of Jason Bragg's Separation Agreement is attached at Exhibit 6.

16. In executing the Separation Agreement, Jason Bragg agreed that the Separation Agreement superseded "any prior oral or written agreement or understanding between the parties relating to the subject matters covered in [the Separation Agreement], except that [the Separation Agreement] shall not supercede, but be interpreted in conjunction with, and prior agreement or understanding between [Panacya] and [Jason Bragg] relating to confidentiality, protection and ownership of [Panacya's] Information, including all intellectual property and trade secrets, including without limitation that certain confidentiality/nondisclosure agreements between [Panacya] and [Jason Bragg]." See Paragraph 10 of the Separation Agreement.

17. Attached to the Separation Agreement was a Confidentiality/NonDisclosure Agreement which Jason Bragg executed on March 19, 2001 ("the March 19th Confidentiality Agreement"). A copy of the March 19th Confidentiality Agreement is attached at Exhibit 7.

18. The March 19th Confidentiality Agreement stated that Jason Bragg "acknowledges that all processes, inventions, discoveries, improvements, creations, or other work products which [Jason Bragg] conceives or makes for or on behalf of [Panacya] or which grows out of the processes, inventions, discoveries, improvements, creations or other work products which [Jason Bragg] conceives or makes for or on behalf of [Panacya] or which involve the use of [Panacya's] equipment, technology or other resources during [Jason Bragg's] relationship with [Panacya] shall be the sole and exclusive property of [Panacya], and that all property rights to those items shall belong to [Panacya]." See Paragraph 1 of the March 19th Confidentiality Agreement at Exhibit 7.

19. On October 26, 2001, Panacya filed the Non-Provisional Application corresponding to the '401 Provisional Application. The U.S. Patent and Trademark Office assigned that non-provisional application Serial No. 10/035,657 ("the '657 Application").

20. The substantive content of the '657 Application was unmodified and remained in all respects identical to the previously filed '401 Application. Again, Jason Bragg was named as an inventor on the '657 Application.

21. On February 15, 2002, the U.S. Patent and Trademark Office mailed a Notice To File Missing Parts. The Notice To File Missing Parts asked that an oath or declaration be filed on behalf of Earl D. Cox, Jason Bragg and Michael Cormier, each of whom were no longer employees of Panacya.

22. I contacted Jason Bragg by mobile telephone and by email explaining in detail the need for him to sign the Declaration as he had done previously. On March 29, 2002, I sent to Jason Bragg's attention, via Federal Express, to his last known address at Origin Systems, Inc., 5918 W. Courtyard Drive, Austin, TX 78730, a copy of the Declaration, a copy of the Assignment, and a copy of the application papers. In the letter accompanying the documents, I asked that Jason Bragg sign the enclosed forms "for your name to continue as inventor on the patent entitled, Framework for eService Management." This cover letter also asks that Jason Bragg return the executed documents in the enclosed Federal Express envelope. A copy of the March 29th cover letter sent to Jason Bragg are attached at Exhibit 8.

23. On April 15, 2002, I forwarded to the U.S. Patent and Trademark Office, among other things, the Notice of Missing Parts and executed Declarations for Earl D. Cox and Michael Cormier, each of whom had returned his signed Declaration as requested. Jason Bragg's signed Declaration was not included because it had not been received back from Jason Bragg. A copy of this response to the Notice to Missing Parts is attached at Exhibit 9.

24. On April 25, 2002, I again attempted to contact Jason Bragg by e-mail. In my e-mail I informed Jason Bragg that "[w]e never received your signed declaration and assignment for the Framework patent. I had to have the papers filed on 4/15/02 without your declaration which will further now result delay [sic] in processing and involve additional expense. Please return the signed original paperwork ASAP using our FedEx account." A copy of the April 25, 2002 email is attached at Exhibit 10.

25. The April 25, 2002 email to Jason Bragg was confirmed as received on April 25, 2002, however, he did not respond to my request. See copy of the printout of the confirmation message attached at Exhibit 11.

26. On May 20, 2002, Panacya received from its then patent attorney a letter informing it that "Enclosed for your records is a Notice of Incomplete Reply sent to us recently from the Patent Office in the above-referenced case." The May 20th letter attached a copy of the Notice of Incomplete Reply. A copy of the May 20, 2002 cover letter and the corresponding Notice of Incomplete Reply is attached at Exhibit 12.

27. Because wording of the May 20, 2002 cover letter was sparse and unclear, I was not made aware that any further action was required at that time in regard to the Notice of Incomplete Reply.

28. Panacya ceased using the services of the patent attorney that authored the May 20th letter several months ago. Accordingly, Panacya has received no additional warnings that the '657 Application might go abandoned.

29. Beginning in August of 2002, I began to negotiate a severance agreement with Panacya. Because of my reduced responsibilities at Panacya since that time, the prosecution of the '657 Application had not been attended to as may have been necessary.

30. Recently, Panacya retained the professional services of McKenna Long & Aldridge LLP to prosecute the company's patent matters. This firm has subsequently brought to light the need for this Affidavit and Petition to revive the '657 Application.

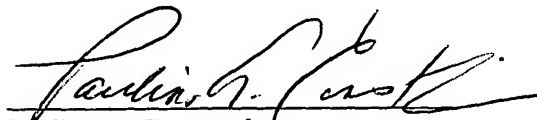
31. On several occasions prior and during the preparation of this Affidavit, I had attempted to contact Jason Bragg by mobile telephone, leaving voicemail messages for him. On April 7, 2003, Mr. Bragg answered his mobile phone, and I again explained in detail the need for him to sign the Declaration as he had done previously for the provisional application.

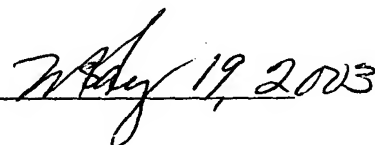
32. On April 9, 2003, Panacya sent to Jason Bragg's attention, via Federal Express, to his employer's address Orion Systems, Inc., 5918 W. Courtyard Drive, Austin, TX 78730, copies of the signed declaration and assignment for the provisional application filed in October 2000, a declaration form for the non-provisional application filed in October 2001, an assignment form for the non-provisional application filed in October 2001, and a "refusal to sign" sheet, to his home address at 10050 Great Hills Trail, Apt. 127, Austin, TX 78759. In the letter accompanying the documents, I gave Jason Bragg the option either to sign the enclosed forms for his name to continue as inventor on the patent entitled, Framework for eService Management, or in the alternative to sign a statement that he refused to sign. This cover letter also asks that Jason Bragg return the executed documents in the enclosed Federal Express envelope. A copy of the April 9th cover letter sent to Jason Bragg is attached at Exhibit 14.

33. On or about April 23, 2003, Panacya received signed originals of the Declaration and Assignment documents. A copy of the signed Declaration is included in the enclosed required response, and copy of the signed Assignment is attached at Exhibit 1.

34. A continuing diligent effort has been made to obtain an executed declaration and assignment from Jason Bragg. That he has now signed these documents is evidence of Panacya's continued efforts.

35. The intention of Panacya at all times has been to continue the full prosecution of the '657 Application, and any abandonment of this application was inadvertent and unintentional.


Pauline A. Constantino


Date



101526618

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS:
SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

- | | |
|----------------------|--------------------|
| 1. Earl D. Cox | 2. Franco R. Negri |
| 3. Todd Materazzi | 4. Jason Bragg |
| 5. Michael E. Comier | 6. |
| 7. | 8. |

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: Panacya, Inc.

ADDRESS: 134 National Business Parkway, Suite 400, Annapolis Junction, MD 20701

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> ASSIGNMENT OF | <input checked="" type="checkbox"/> WHOLE | <input type="checkbox"/> PART INTEREST |
| <input type="checkbox"/> ORIGINAL | <input checked="" type="checkbox"/> FACSIMILE/PHOTOCOPY | |
| <input type="checkbox"/> CHANGE OF NAME | <input type="checkbox"/> VERIFIED TRANSLATION | |
| <input type="checkbox"/> SECURITY | <input type="checkbox"/> MERGER | <input type="checkbox"/> OTHER: |

EXEC. DATE: 1 and 3-5 -- October 25, 2000
2 -- October 26, 2000

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NO

A PAT. APP. NO.(S) series code/serial no.	M#	1. INVENTOR if not in item 1	B PATENT NO.(S)	M#	1. INVENTOR if not in item 1
New Appln.	272987				

5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed:

Pillsbury Madison & Sutro LLP
Intellectual Property Group
1100 New York Avenue, NW
Ninth Floor
Washington, DC 20005-3918

6. NUMBER INVOLVED:

APPLNS 1 + PATS 0 = TOTAL 1

7. AMOUNT OF FEE ENCLOSED: (Code 581)

ABOVE TOTAL x \$40 = \$40

60/243401

5.5 ATTY DKT:

PMS 272987

PAT-002

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975

UNDER ORDER NO

69090

272987

MATTER NO.

CLIENT REF.

dup. sheet not required

CLIENT NO.

MATTER NO.

9. STATEMENT AND SIGNATURE.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signature

Attorney: Glenn J. Perry

Reg. No. 28458

Atty/Sec: GJP/MLM

TEL: (202) 861-3070

Date: October 27, 2000

FAX: (202) 822-0944

10. Total number of pages including this
cover sheet, attachments and document
(do not file dup. Cover sheet)

3

FILE WITH PTO RETURN RECEIPT (PAT-103A)

10/31/2000 DTESSEM1 00000051 60243401

02 FC:581

40.00 OP

Please return signed/recorded
PANACYA Inc.
134 National Business Pkwy., Ste. 400
Annapolis Junction, MD 20701

**ASSIGNMENT
OF UTILITY
PATENT APPLICATION**

FOR
UTILITY
APPLICATION
ONLY

For Sole or Joint Inventors:

WHEREAS, the undersigned inventor(s), namely:

INSERT
NAME(S) OF
INVENTOR(S)

(1) Earl D. Cox	(2) Franco R. Negri
(3) Todd Materazzi	(4) Jason Bragg
(5) Michael Cormier	(6)

(hereinafter, collectively ASSIGNOR)

☐ is/are about to file a Utility Patent Application in the U. S. Patent and Trademark Office;

☒ filed a Utility Application in the U.S. Patent and Trademark Office on October 26, 2001, Application No. 10/035657,

ENTITLED FRAMEWORK FOR ESERVICE MANAGEMENT:

AND WHEREAS Panacya Inc. (hereinafter ASSIGNEE) duly organized and existing under the laws of the State of Maryland and having its principal office and place of business at 134 National Business Parkway, Suite 400, Annapolis Junction, MD 20701 desires to acquire an interest therein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR, does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest, in the United States and foreign countries, to each invention as described in the aforesaid application, and to the said application and to all subsequent applications based thereon including any and all continuations, divisions, reissues and substitutes of such subsequent applications, together with the right or priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres.

AND ASSIGNOR hereby agrees to execute any papers requested by ASSIGNEE, its successors, assigns and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to each invention hereby transferred.

ASSIGNOR furthermore agrees upon request of said ASSIGNEE, and without further remuneration, to execute any and all papers desired by said ASSIGNEE for the filing and granting of the aforesaid subsequent U.S. and foreign applications and the perfecting of title thereto in said ASSIGNEE.

NOTE: The undersigned hereby authorizes the attorney of record to insert hereon any further identification necessary or desirable for recordation of this document. Executed on the date(s) below indicated:

<u>INVENTOR(S)</u>	<u>DATE SIGNED</u>	<u>WITNESSES</u>
1) Name: _____	_____	_____
2) Name: _____	_____	_____
3) Name: _____	_____	_____
4) Name: <u>Earl D. Cox</u>	<u>04/16/03</u>	<u>[Signature]</u>
5) Name: _____	_____	_____
6) Name: _____	_____	_____

NOTE: This form may be executed on multiple pages to constitute this entire assignment.

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into and made effective this 24th day of April 2000 by and between PANACYA INC. ("PANACYA"), a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 401 Innovation Drive, Annapolis, Maryland 21402; and Jason Bragg ("RECIPIENT").

PANACYA owns know-how, software, concepts, trade secrets, designs, processes, services, capabilities, copyrights, trademarks, patents, patent and trademark applications, business affairs and other data, business methodologies, knowledge, and information relating to PANACYA's business, operating procedures, records and systems as well as processes, systems and technology in the development stage, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, all of which are of a proprietary and confidential nature, and shall include, but not be limited to, those additional concepts set forth in Schedule A, attached hereto and made a part hereof (collectively, "Confidential Information");

As a condition of these disclosures, RECIPIENT, recognizing the importance of the Confidential Information to PANACYA, has agreed to execute this Agreement; and PANACYA desires to disclose the Confidential Information to RECIPIENT only if the Confidential Information is properly protected and preserved from dissemination or improper use by RECIPIENT.

ACCORDINGLY, in consideration of the mutual benefits to be derived by each of the parties hereto, it is agreed as follows:

1. Panacya's Ownership of the Information:

The RECIPIENT recognizes that, due to the nature of the relationship between the RECIPIENT and Panacya, the RECIPIENT will have access to, will become aware of and may assist in developing Confidential Information.

The RECIPIENT acknowledges that such information is of central importance to the business of Panacya and that disclosure of it to or its use by others could cause substantial loss to Panacya.

The RECIPIENT acknowledges that all Information disclosed to the RECIPIENT by Panacya shall remain the sole and exclusive property and proprietary information of Panacya. Similarly, the RECIPIENT acknowledges that all processes, inventions, discoveries, improvements, creations, or other work products which the RECIPIENT conceives or makes for or on behalf of Panacya or which grows out of the processes, inventions, discoveries improvements, creations or other work products which the Recipient conceives or makes for or on behalf of Panacya or which involve the use of Panacya's equipment, technology or other resources during the RECIPIENT'S relationship with Panacya shall be the sole and exclusive property of Panacya, and that all property rights to those items shall belong to Panacya.

2. Protection of Confidential Information:

RECIPIENT hereby acknowledges, understands and agrees that whether developed by RECIPIENT or others associated with RECIPIENT or PANACYA, all Confidential Information, as defined in this Agreement, is the exclusive and confidential property of PANACYA and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure

to mark any writing "confidential", "propriety" or "secret" or words of similar import or meaning shall not affect the confidential nature of such writing, the information contained therein or the nature of RECIPIENT'S obligations with respect thereto.

3. RECIPIENT'S Obligations:

A. RECIPIENT agrees that the Confidential Information is to be considered confidential and proprietary to PANACYA and RECIPIENT shall hold the same in confidence with the same degree of care that RECIPIENT holds RECIPIENT'S own confidential or proprietary information (which RECIPIENT certifies is at least "reasonable care and diligence to protect"), shall not use the Confidential Information other than for the purposes of its business with PANACYA, and shall disclose it only on a specific need to know basis. RECIPIENT will not disclose, publish or otherwise reveal any of the Confidential Information received from PANACYA to any other party whatsoever except with the specific prior authorization of PANACYA.

B. RECIPIENT represents and warrants that at no time, including time prior to formal employment with Corporation, and during RECIPIENT's work with or on the behalf of Corporation, whether for Corporation or otherwise, and whether for compensation or otherwise, has not to date disclosed and shall not disclose to any party any Confidential Information about Corporation, including but not limited to the plans, process and activities to form Corporation and to develop Internet security software and services, which disclosure would be a violation of this Agreement if made today. RECIPIENT understands and agrees that Corporation will rely on such representation and warranty, that such representation and warranty is a material inducement to Corporation in offering RECIPIENT a position with the Corporation and that should such representation be untrue, that Corporation may seek legal recourse against RECIPIENT.

C. Confidential Information furnished in any tangible form shall not be duplicated by RECIPIENT except for purposes of this Agreement. Upon the request of PANACYA, RECIPIENT shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information within ten (10) days of such request and shall retain no copies, summaries, notes or other material containing, summarizing or describing the information contained therein.

4. Term:

The obligations of RECIPIENT herein shall be effective for three (3) years from the date PANACYA last discloses any Confidential Information to RECIPIENT pursuant to this Agreement.

5. Other Information:

RECIPIENT shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by RECIPIENT; is rightfully received by RECIPIENT without obligations of confidentiality; or is developed by RECIPIENT without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to PANACYA along with the asserted grounds for disclosure.

6. No License:

Nothing contained herein shall be construed as granting or conferring any rights, of use, ownership, by license or otherwise in or to any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. RECIPIENT agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

7. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Maryland and RECIPIENT consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

9. Remedies:

RECIPIENT acknowledges that failure to perform the obligations and undertakings set out herein may result in irreparable injury to PANACYA. RECIPIENT shall be responsible for the consequences of a violation of the provisions hereof by itself and any party to whom the Confidential Information has been disclosed whether or not PANACYA consented to the disclosure to such party by RECIPIENT. The RECIPIENT acknowledges that PANACYA believes that the unauthorized disclosure or use of the Confidential Information by the RECIPIENT is likely to give rise to irreparable injury to PANACYA for which PANACYA may have no adequate remedy at law.

Accordingly, RECIPIENT further agrees that, in addition to remedies otherwise available, any and all such obligations may be enforced by suit, restraining order, and/or injunction with PANACYA's legal fees, and other costs and expenses involved in enforcement of this Agreement, being the obligation of RECIPIENT. RECIPIENT agrees that in the event of any breach or threatened breach by RECIPIENT, PANACYA may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect PANACYA against any such breach or threatened breach.

10. Final Agreement:

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be amended or modified only by a further writing specifying it as an amendment to this Agreement and duly executed by the parties.

12. Severability:

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Notices:

Any notices, requests, demands and other communications hereunder shall be deemed to have been duly given to a party when personally delivered, transmitted by facsimile, or five days after delivery by an international delivery service, if addressed to such party at its address set forth below. Notices to PANACYA shall be directed to Pauline A. Constantino (whose address appears on the last page hereof). Notices to RECIPIENT shall be delivered to Jason Bragg (whose address appears on the last page of this Agreement).

14. No Implied Waiver:

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

15. Headings:

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

The parties have executed this Agreement as of the date first above written.

PANACYA INC.

By: 

Ron Roda

Chief Financial Officer

RECIPIENT:



Jason Bragg

Notice Addresses:

PANACYA Inc.
Pauline A. Constantino
General Counsel
134 National Business Parkway
Suite 400
Annapolis Junction, MD 20701
877-PANACYA
Fax: 877-641-8963
pauline.constantino@panacya.com

RECIPIENT ADDRESS:
Jason Bragg
8460 Grey Stone Lane, Apt. 2F
Columbia, MD 21045

SCHEDULE A

Additional aspects of the definition of Confidential Information:

"Confidential Information" shall mean information, whether or not originated by PANACYA, which is used in PANACYA's business and is (i) proprietary to, about or created by PANACYA; (ii) gives PANACYA some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of PANACYA; (iii) designated as Confidential Information by PANACYA, or from all the relevant circumstances should reasonably be assumed by RECIPIENT to be confidential and proprietary to Customer; or (iv) not generally known by non- PANACYA personnel. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

A. **Work Product:** Work product resulting from or related to work or projects performed or to be performed for PANACYA or for clients of PANACYA, including but not limited to the interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith, including unsuccessful tests, experiments or research;

B. **Computer Software:** Computer software of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;

C. **Other Proprietary Data:** Information relating to PANACYA's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

D. **Business Operations:** Internal PANACYA personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting PANACYA's business;

E. **Marketing and Development Operations:** Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of PANACYA which have been or are being discussed; and

F. **Customers:** Names and customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of PANACYA.



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JANUARY 26, 2001

PTAS

PILLSBURY MADISON & SUTRO LLP
GLENN J. PERRY
INTELLECTUAL PROPERTY GROUP
1100 NEW YORK AVENUE, NW, NINTH FLOOR
WASHINGTON, DC 20005-3918



101526618A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/27/2000

REEL/FRAME: 011259/0959
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
BRAGG, JASON

DOC DATE: 10/26/2000

ASSIGNOR:
NEGRI, FRANCO R.

DOC DATE: 10/26/2000

ASSIGNOR:
MATERAZZI, TODD

DOC DATE: 10/25/2000

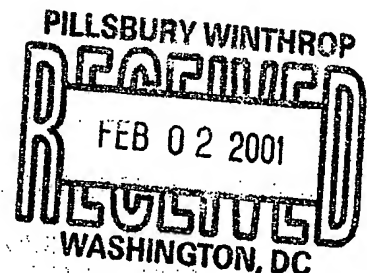
ASSIGNOR:
BRAGG, JASON

DOC DATE: 10/26/2000

ASSIGNOR:
COMIER, MICHAEL E.

DOC DATE: 10/25/2000

ASSIGNEE:
PANACYA, INC.
134 NATIONAL BUSINESS PARKWAY
SUITE 400
ANNAPOLIS JUNCTION, MARYLAND 20701



011259/0959 PAGE 2

SERIAL NUMBER: 60243401
PATENT NUMBER:

FILING DATE: 10/27/2000
ISSUE DATE:

SONYA JOHNSON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

101526618

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS:

SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. Earl D. Cox
3. Todd Materazzi
5. Michael E. Comier
7.

2. Franco R. Negri
4. Jason Bragg
6.
8.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

10/27/00
60/243401
JCS92 U.S. PTO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: Panacya, Inc.

ADDRESS: 134 National Business Parkway, Suite 400, Annapolis Junction, MD 20701

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)

☒ ASSIGNMENT OF ☒ WHOLE ☐ PART INTEREST
☐ ORIGINAL ☒ FACSIMILE/PHOTOCOPY
☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION
☐ SECURITY ☐ MERGER ☐ OTHER:

EXEC. DATE: 1 and 3-5 – October 25, 2000
2 – October 26, 2000

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

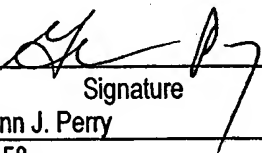
4.5 APPL. NO(S) OR PAT NO(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NO

A. PAT. APP. NO(S) series/code/serial no.	M#	1. INVENTOR if not in item 1	B. PATENT NO(S)	M#	1. INVENTOR if not in item 1
New Appln.	272987				

5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed: Pillsbury Madison & Sutro LLP Intellectual Property Group 1100 New York Avenue, NW Ninth Floor Washington, DC 20005-3918		6. NUMBER INVOLVED: APPLNS <u>1</u> + PATS <u>0</u> = TOTAL <u>1</u>	
5.5 ATTY DKT: PMS 272987 MATTER NO.		7. AMOUNT OF FEE ENCLOSED: (Code 581) ABOVE TOTAL x \$40 = \$40 <u>60/243401</u>	
PAT-002 CLIENT REF.		8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975 UNDER ORDER NO <u>69090</u> dup. sheet not required	
		272987 CLIENT NO.	
		MATTER NO.	

9. STATEMENT AND SIGNATURE.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


Signature

Attorney: Glenn J. Perry

Reg. No. 28458

Atty/Sec: GJP/MLM

TEL: (202) 861-3070

Date: October 27, 2000

FAX: (202) 822-0944

10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet)

3

FILE WITH PTO RETURN RECEIPT (PAT-103A)

10/31/2000 DTESSEM1 00000051 60243401

02 FC:581

40.00 0P

Please return signed/recorded to:
Pillsbury Madison & Sutro LLP
Intellectual Property Group
1100 New York Avenue, NW
Ninth Floor
Washington, DC 20005-3918

For USA origin invention

Atty. Dkt.

PM 272

M#

PAT-002

Client Ref.

**ASSIGNMENT
OF PROVISIONAL
PATENT APPLICATION**

FOR
PROVISIONAL
APPLICATION
ONLY

**For Sole or Joint
Inventors**

WHEREAS, the undersigned inventor(s), namely:

INSERT
NAME(S) OF
INVENTOR(S)

(1) Earl D. Cox	(2) Franco R. Negri
(3) Todd Materazzi	(4) Jason Bragg
(5) Michael E. Comier	(6)
(7)	(8)

(hereinafter collectively ASSIGNOR)

☒ is/are about to file a Provisional Patent Application in the U.S. Patent and Trademark Office;

☐ filed a Provisional Application in the U.S. Patent and Trademark Office on [date] _____
Application No. 60/ _____

ENTITLED FRAMEWORK FOR E-SERVICE MANAGEMENT

AND WHEREAS Panacya, Inc. (hereinafter ASSIGNEE)

duly organized and existing under the laws of the State of Maryland and having its principal office
and place of business at 134 National Business Parkway, Suite 400, Annapolis Junction, MD 20701
desires to acquire an interest therein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR, does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest, in the United States and all foreign countries, to each invention as described in the aforesaid application, and to the said application and to all subsequent applications based thereon including any and all continuations, divisions, reissues and substitutes of such subsequent applications, together with the right or priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres.

AND ASSIGNOR hereby agrees to execute any papers requested by ASSIGNEE, its successors, assigns and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to each invention hereby transferred.

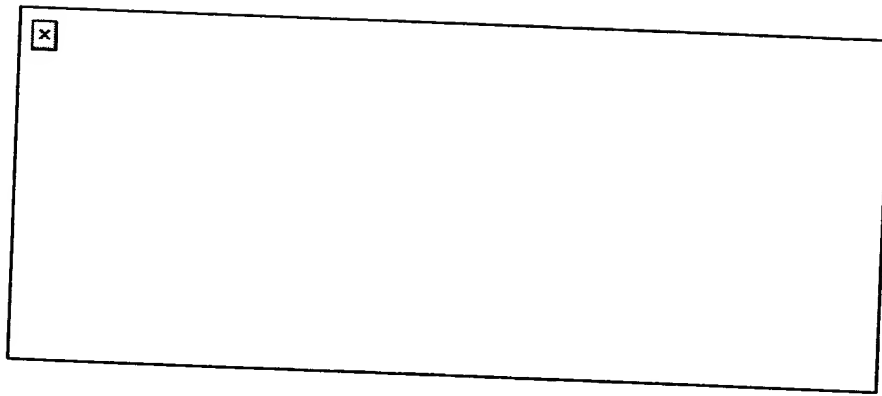
ASSIGNOR furthermore agrees upon request of said ASSIGNEE, and without further remuneration, to execute any and all papers desired by said ASSIGNEE for the filing and granting of the aforesaid subsequent U.S. and of foreign applications and the perfecting of title thereto in said ASSIGNEE.

NOTE: The undersigned hereby authorizes Pillsbury Madison & Sutro LLP of the above address to insert hereon any further identification necessary or desirable for recordation of this document.

ASSIGNMENT
(continued)

Executed on the date(s) below indicated:

	<u>INVENTOR(S)</u>	<u>DATE SIGNED</u>	<u>WITNESSES</u>
1) Name:	<u>Frank D. Gray</u>	<u>10/25/00</u>	<u>Pauline G. Constant</u>
2) Name:	<u>James H. Gray</u>	<u>10/26/00</u>	<u>Pauline G. Constant</u>
3) Name:	<u>Frank D. Gray</u>	<u>10/25/00</u>	<u>Pauline G. Constant</u>
4) Name:	<u>James H. Gray</u>	<u>10/25/00</u>	<u>Pauline G. Constant</u>
5) Name:	<u>Michael C. Gray</u>	<u>10/25/00</u>	<u>Pauline G. Constant</u>
6) Name:	_____	_____	_____
7) Name:	_____	_____	_____
8) Name:	_____	_____	_____



EMPLOYMENT POLICIES

INTRODUCTION: MESSAGE TO EMPLOYEES

COMPANY MISSION STATEMENT

EMPLOYMENT POLICIES

- EQUAL EMPLOYMENT OPPORTUNITY
- UNACCEPTABLE JOB PERFORMANCE
- TERMINATIONS
- SUBSTANCE ABUSE
- SAFETY
- HARASSMENT

COMPENSATION POLICIES

- JOB CLASSIFICATIONS
 - Exempt
 - Nonexempt
- OVERTIME
- EMPLOYEE PERFORMANCE EVALUATIONS
- WAGE AND SALARY REVIEWS
- PAYROLL DEDUCTIONS
- PAY PERIOD
- PAYROLL ADVANCES
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OPERATING POLICIES

- PURPOSE
- ETHICAL STANDARDS
- OPEN DOOR POLICY
- SUGGESTIONS AND CLIENT FEEDBACK
- SMOKE-FREE WORKPLACE
- DRESS CODE

- WORK SCHEDULE
- ABSENTEEISM AND TARDINESS
- COMMITMENT TO CONFIDENTIALITY
- EMPLOYEE PRIVACY
- ELECTRONIC COMMUNICATION
 - Responsible Use of Equipment, e-mail and Internet
 - Prohibited Content
 - Acceptable Use Policy
 - Copyrighted Materials
 - Download Policy
 - Protection of Confidential/Proprietary Information
 - No Expectation of Privacy
- SECURITY SYSTEM AND PROCEDURES
- TELEPHONE USAGE
- POLITICAL ACTIVITY
- SOLICITATION FOR OUTSIDE CAUSES
- OUTSIDE EMPLOYMENT
- POSTED NOTICES AND INFORMATION
- PERSONNEL FILES
- POSSESSION OF FIREARMS AND WEAPONS
- IMPROPER PERSONAL CONDUCT

COMPANY BENEFITS

- PAID TIME OFF
- VACATIONS
- PAID PERSONAL DAYS
- BEREAVEMENT
- JURY DUTY
- WITNESS DUTY
- VOTING
- EDUCATION AND TRAINING

LEAVES OF ABSENCE

- FAMILY AND MEDICAL LEAVE ACT
- PERSONAL OR MEDICAL LEAVES NOT REQUIRED BY LAW
- MILITARY LEAVE

INSURANCE

- ON-THE-JOB ACCIDENTS OR INJURIES
- MEDICAL INSURANCE, DENTAL AND VISION COVERAGE
- LIFE INSURANCE
- DISABILITY INSURANCE

INTRODUCTION: MESSAGE TO EMPLOYEES

This Employee Policy Handbook describes the employment policies, operating philosophy, and benefits provided for employees of PANACYA Inc.

The Handbook is intended to give you a general overview of PANACYA and information regarding PANACYA's commitment to you and its expectations from you in return.

No manual can provide specific instructions for every situation that may come up in the work environment. This manual provides guidelines but these guidelines may not be followed in every case if the specific circumstances appear to require a different result. Nevertheless, this manual does provide important information as to what is expected of you at the Company and what you can expect from the Company. You should read it and be familiar with its contents.

Because we operate in a dynamic environment, some policies and benefit programs currently in effect may be revised, suspended, or eliminated in response to business needs or changing legal requirements. You will be informed if there are any policy changes or additions.

We are constantly reviewing and evaluating our policies, to see which ones are working well and which ones should be changed. We ask for your input if you have any suggestions as to how our policies could be improved.

This Handbook gives a general summary of your benefits. Official documents (e.g., insurance plans) are on file with management. If there is ever any inconsistency between this summary and the official documents, the official documents will prevail.

Ask your supervisor if you have any questions about your benefits or any of the policies presented in this Handbook.

COMPANY MISSION STATEMENT

1. To provide the highest possible quality of products and services in our field.
2. To do everything possible to meet our clients' needs in a timely, courteous, and helpful manner. To always remember that our clients are our life's blood and our reason for existence, that serving them is not an imposition on our time; it is the reason we are here.
3. To make a fair and reasonable profit so that PANACYA can continue to exist.
4. To provide a work environment that enables every employee to reach the highest possible level of professional and personal fulfillment.
5. PANACYA and its management will make every effort to provide working conditions that enable all employees to fulfill their personal needs and goals and to maximize their professional growth as a part of this Company. In return, employees are expected to put forth maximum effort and initiative towards the performance of their jobs and the achievement of PANACYA's goals.

6. We are dedicated to a process of constant improvement -- continuously seeking ways to improve our operation and better serve our clients. Management and employees will work together and will constantly seek new ideas and suggestions, from each other and from clients, to achieve this end.

EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY

This Company is dedicated to both the letter and the spirit of the equal opportunity employment laws. All applicants and all employees will be evaluated on the basis of their ability, competence, and performance of the essential functions of their positions.

There will be no discrimination on the basis of race, sex, national origin, religion, age 40 and over, disability, sexual orientation, marital status, or any other classification which may be protected by federal, state, or local laws.

In compliance with the Americans with Disabilities Act, we specifically offer equal opportunity for all employees or job applicants who may have a physical or mental disability. Such persons will be hired on the basis of their ability to perform the essential functions of the job in question. Likewise, their work will be evaluated on their performance of these essential functions. We will offer reasonable accommodation to individuals with disabilities, to the extent that Company resources allow without undue hardship.

As part of our equal employment policy, there will be no wage differentials based on gender, between men and women employed in the same establishment, on jobs that require equal skill, effort, and responsibility, and which are performed under similar working conditions.

UNACCEPTABLE JOB PERFORMANCE

When there is unacceptable job performance, supervisors will consider the following disciplinary steps:

Oral counseling as to exactly what the problem is, where the performance is deficient, and what needs to be done to bring the performance up to the required standards (This oral counseling may be recorded in the employee's file for documentation purposes.);

Oral counseling and a written warning (This will be documented in the employee's personnel file.);

Probation;

Suspension; and

Termination;

Performance improvement efforts will not always start with oral counseling and there is no guarantee that each step will be followed in every case. The steps to be taken will depend on the severity of the problem and the impact on Company operations.

In exceptional cases of lack of performance and/or misconduct that is clearly contrary to Company policy or threatening to the well-being of PANACYA, its clients or fellow employees, disciplinary action, including termination may be taken without preliminary warnings.

TERMINATIONS

Termination is an undesirable outcome for both the employee and PANACYA, but may be necessary if the employee is unable or unwilling to meet PANACYA's performance standards.

It is our goal to make this a satisfying work environment which encourages and rewards long-term employment. However, it should be understood that, unless there is a written employment contract for a term of years between the parties, there is no obligation on the part of PANACYA or any employee to continue this relationship for any guaranteed or specified time.

PANACYA is an at-will employer. You are free to resign your position at any time you wish, with or without notice, and for any reason you deem appropriate. While PANACYA would appreciate advance notice if you plan to resign, this is a matter of courtesy and is not required by law. Likewise, PANACYA has the right to terminate any employee at any time, with or without notice, for any reason not prohibited by specific contracts or laws.

No one has the authority to make any promises or guarantees of permanent employment on behalf of PANACYA.

PANACYA recognizes and understands the desire for job security at every level of employment. No business has the power, however, to guarantee a lifetime job to anyone. PANACYA believes the best way to achieve continued success and job security is through the joint efforts of management and all employees to continually offer superior performance, products and service to our customers and clients. Job security is not something that any company can promise you. Your future is something you create for yourself through your own skills and dedication.

You can be assured, however, that it is our policy to avoid layoffs or terminations insofar as possible. But we must reserve the right to take such actions as are necessary for the survival and well-being of the organization.

If you should decide to resign voluntarily, PANACYA would appreciate as much advance notice as possible. A leave of absence may be explored as an alternative to termination, if you so desire.

If there appears to be any conflict of interest at the time of termination, the Company may require the employee to leave the company immediately, rather than work through the notice period. This is not to be construed as a reflection of the employee's integrity but an action in the best interests of business practice. When immediate voluntary termination occurs, the employee will receive pay "in lieu of notice," the maximum being two weeks of pay based the employee's salary at the time.

SUBSTANCE ABUSE

Reasonable Cause Testing: Current employees will be asked to submit to substance abuse tests when the employee's behavior or appearance provides reasonable cause to believe that the employee is not functioning normally and is impaired in the performance of his or her job, unless it can be said with positive assurance that drug or alcohol use is not a cause of the impairment.

Reasonable cause of impairment means cause based on specific, personal observation of two (2) supervisors, unless only one supervisor is practically available. The supervisors shall describe and document:

Specific and articulable observations concerning the appearance, behavior, speech, body odor, or performance of the employee; or

Violation of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior, leads the supervisor(s) to believe that the employee is under the influence of a controlled substance or alcohol; or

Other physical circumstantial or contemporaneous indicators of use of a controlled substance or alcohol.

Cause is not ordinarily reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties or violation of a safety rule or other unsafe work incident. However, such cause may be a basis for further investigation, or for action to protect the safety of clients or co-workers, such as ordering the employee to stop work.

When a supervisor suspects that an employee is impaired, the supervisor shall initiate the testing by instructing the employee to submit to a substance abuse test.¹

The documentation of the employee's conduct prompting a reasonable cause determination shall be prepared and signed by the witnesses determining reasonable cause within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier.

Procedures that Apply Substance Abuse Tests: Consent to Substance Abuse Testing. Any employee who is to be tested will be asked to submit to a substance abuse test and to sign a consent form authorizing the test to be conducted and the information as to whether the employee is fit for duty under Company standards to be released to a medical officer designated by the Company.

If an employee refuses to cooperate in a testing process, including signing the consent form, the employee will be asked to leave the premises. The employee will be provided transportation home if they appear to be under the influence of a drug or alcohol.

If an employee refuses an order to submit to testing, the employee will be informed that his or her action is a refusal to cooperate and is grounds for discharge, and if the employee still refuses the employee will be subject to discharge for failing to cooperate in a legitimate Company inquiry.

¹ The supervisor determining that reasonable cause exists for a drug/alcohol test may not administer the alcohol test. Moreover, alcohol tests must be conducted within 8 hours of the reasonable cause determination and the Company must prepare and maintain a record explaining why an employee covered by DOT regulations was not tested for alcohol use within 2 hours of the reasonable cause determination. These same time limits apply to post-accident testing.

Transportation to Test Site /Pay Status: The supervisor will arrange to transport the employee to the test collection site and will arrange to transport the employee home.

Eligibility for Treatment: If an employee admits to illegal or unauthorized drug or alcohol use prior to testing, the employee may be eligible to go into a substance abuse treatment program at his or her own expense depending on the circumstances, such as the severity of the impairment and the consequences of the impairment prior to the employee's admission of drug or alcohol use. In order to be eligible for treatment in lieu of termination, the employee must agree in writing to submit to all conditions of treatment and aftercare as conditions of continued employment, including consent to substance abuse testing prior to and during treatment and aftercare.

If the employee elects to enter an appropriate treatment program, the employee may be placed on unpaid status, [but may use the Company-provided insurance benefits, and any accrued vacation time and sick leave while participating in the evaluation and treatment program, so long as the employee is complying with the conditions of treatment.

The Company may terminate any employee for failure to comply with the conditions of treatment and aftercare, including having any amount of illegal or unauthorized drugs or alcohol in his or her system during treatment or aftercare.

Administration of Tests: With the exception of breath alcohol tests, collection of samples for testing will be supervised by medical personnel at an off-site location. All drug tests will be performed by a laboratory that has been certified by Department of Health and Human Services.

Collection of the samples for the random breath alcohol tests, will be supervised by a breath alcohol technician at an approved facility. If a sample tests positive, it generally will be retested. However, an applicant or employee may be required to provide a second sample.

If a sample is confirmed positive for illegal or unauthorized drug or alcohol use by two methods, it will be reviewed by a medical officer designated by the Company. The employee or applicant will be sent a copy of the test results. The employee or applicant will be given an opportunity to communicate with the medical review officer before verifying a test as positive. The individual may request that his or her sample be tested again, at his or her own cost. The medical review officer will report to the Company regarding whether the employee meets the requirements of the position. A conclusion that the employee does not meet the requirements of the position will result in disciplinary action up to and including termination.

Disciplinary Action: The Company may take disciplinary action up to and including discharge against any employee who: (a) Tests positive for drugs in an amount which exceeds the cut-off levels for initial and confirmatory tests, as established by the DOT and the Department of Health and Human Services (49 C.F.R. 40.29); or (b) Tests positive for alcohol in a blood alcohol concentration of .04% or greater; or (c) Refuses required testing pursuant to this Policy; or (d) Adulterates or otherwise interferes with accurate testing required pursuant to this Policy; or (e) Fails to comply with the provisions of a treatment or aftercare program.

In addition, the Company will take disciplinary action, up to and including discharge, against any employee who has been observed using or possessing illegal or unauthorized drugs or alcohol during work time, including lunch or breaks, on the Company premises or in the Company vehicles, except for the moderate consumption of alcohol at Company-sponsored special events. Such discipline will be imposed regardless of whether the employee is tested and found to have alcohol or drugs in his or her system at or above the cutoff level for a positive test.

Employees who refuse required testing pursuant to this policy will, at a minimum, be prohibited from performing any safety-sensitive function.

Return to Duty: The Company reserves the right to determine on a case-by-case basis whether it will permit an employee to return to work after a positive test result. At a minimum, no employee who tests positive for illegal or unauthorized drug or alcohol use will be allowed to return to duty until he or she has undergone, at the employee's own expense, a return to duty substance abuse test indicating a negative result for controlled substance use and an alcohol concentration of less than 0.02. Employees who test positive for controlled substance or alcohol use and are permitted to return to work will be subject to unannounced substance abuse tests for a period of 60 months following return to work.

Privacy of Test Results: The Company will retain only the report of fitness for duty which results from the test as a part of its records.

Severability: If any court should hold any part of this policy invalid, such decision shall not invalidate any other part of this policy.

Revisions to the Policy: This policy is subject to revision.

SAFETY

Your safety in the workplace is of utmost importance to us. We have made a considerable investment in providing safe working conditions, providing proper equipment, and providing proper training to ensure that you and your co-workers can perform your jobs in a safe and efficient manner.

You must do your part to ensure your own safety and that of your co-workers. If appropriate, specific training materials and safety procedures relevant to your position have been provided by your supervisor. It is understood that reading, understanding, and complying with these instructions are a requirement for your continued employment with this Company. Violation of safety regulations or procedures is grounds for discipline, up to and including possible termination.

If you observe any violations of safety procedures or regulations, or any unsafe conditions, it is your obligation to report it to management immediately so that the problem can be corrected at once. (The word "immediately" is to be taken literally -- i.e., the moment that the situation is observed.)

Anyone who observes or is involved in any accident or injury involving anyone on Company property or on Company business must report the incident to management immediately (i.e., as soon as it occurs) so that appropriate action can be taken. Failure to do so may result in disciplinary action and may also jeopardize an employee's right to medical benefits or any other compensation stemming from the incident.

If a workplace accident or injury does occur, PANACYA has the right to request that all individuals involved submit to immediate testing for the presence of illegal drugs or alcohol. This is for your protection, as well as PANACYA's. If these substances were not a factor in the incident, you will want these tests as evidence in your behalf.

HARASSMENT

This Company strictly prohibits the harassment of any other person on any basis. This includes race, sex, national origin, religion, age 40 and over, disability, sexual orientation, marital status, and any other personal characteristics.

Harassment is defined as any behavior (verbal, physical or visual) that is reasonably considered unwelcome or offensive to another employee and/or creates an intimidating, hostile, or offensive work environment for any other employee.

Sexual harassment is also specifically prohibited. Harassment includes subjecting another person to sexually provocative materials or comments, unwelcome or inappropriate physical contact, insistence on an unwelcome personal relationship, lewd or suggestive personal comments, and any other verbal, physical or visual behavior which is considered unwelcome or offensive to another employee and/or which creates an intimidating, hostile, or offensive work environment for any other employee.

People may have different standards as to what type of behavior or conversation is appropriate and in good taste. It is possible that a person may not realize that his or her behavior is unwelcome or offensive to others and it is possible that many employees may not be bothered by behavior that others find unwelcome and offensive. The fact that no harm is intended, however, does not mean that no harm has occurred. If your behavior or comments are offensive to reasonable people and, in fact, do offend someone else, you may be guilty of harassment, regardless of your intentions.

Employees who believe that they have been the victim of harassment may inform their supervisor or, if they prefer, they may notify anyone in management. The employee's privacy and confidentiality will be respected to the greatest extent possible, but management reserves the right to take action where it appears that a serious violation of its anti-harassment policy has occurred. No employee will be retaliated against for making a claim of harassment. A supervisor who observes potentially harassing behavior is required to report it so that appropriate corrective action can be taken.

Once might be considered a misunderstanding. However, repetition of such behavior after being so informed will be considered harassment and will result in management action to correct the situation and prevent any further occurrence.

If the offensive behavior is repeated, it is your obligation to report it to someone in management promptly, so that corrective action can be taken to prevent any further occurrence.

One type of harassment that will not be tolerated under any circumstances is for anyone in a supervisory or management position to threaten, state, or imply that an employee's position or future with this Company will be either helped by participation in a sexual or personal relationship or harmed by the refusal to participate.

Continued employment and advancement in this Company is based strictly on merit and job performance and does not require any physical, sexual, or personal relationship outside of the specific performance of one's work duties. Any suggestion to the contrary by any supervisor or supervisor will be considered a form of harassment and will not be tolerated.

If you are ever harassed by someone in a supervisory position, it is your obligation to report it to management immediately, the first time such an incident occurs. Management must be informed so that we can take immediate action to eliminate this behavior.

Also, we will not tolerate harassment of our employees by any of our clients, customers, vendors or associates. If such a situation occurs, you should report it to someone in management immediately so that we can take corrective action.

Any employee, supervisor, or supervisor found guilty of harassment will be subject to disciplinary action, up to and including possible termination without further warnings.

COMPENSATION POLICIES

JOB CLASSIFICATIONS

Job classifications fall into two types, as defined by Federal law. This classification determines who is or is not eligible for overtime pay. It depends primarily on the nature of your job. Below is a summary of these definitions.

Exempt:

Executive, administrative, professional, or outside sales positions. People in these positions spend 80% or more of their time supervising others, handling sales, administration or policies, or doing work that requires special training or study and who exercise independent judgment and discretion in the performance of their duties. Exempt employees are paid on salary or commission. Exempt employees are not eligible for overtime pay.

Nonexempt:

All hourly workers are nonexempt. Salaried workers whose jobs do not fit the above requirements are nonexempt. Nonexempt employees will be paid overtime for properly authorized work in excess of 40 hours in a given week. Nonexempt employees are not permitted to work overtime unless authorized to do so by a supervisor. Such employees should submit a written statement of overtime worked in any week in order to be paid properly.

See your supervisor if you have any questions as to your specific job classification.

OVERTIME

From time to time, employees may be asked to work beyond the standard work day or work week. Every attempt will be made to avoid the need for overtime, through planning and organization of the work flow. Any necessary overtime will be scheduled with consideration for employees' personal needs as well as the needs of PANACYA and its clients.

We are required to compensate non-exempt employees for overtime in accordance with Federal and State law. Exempt employees are not eligible for overtime pay. Nonexempt employees are entitled to be paid overtime for all properly authorized work in excess of 40 hours in any given week. Nonexempt employees must receive advance authorization from their supervisor or supervisor for overtime work requiring additional compensation. The overtime rate is one-and-one-half times the regular rate of pay, in compliance with Federal law.

While exempt employees are not eligible for overtime pay at a scheduled rate or for compensatory time on a one-to-one ratio, it should be noted that recognition will be given to any extra efforts as a part of the employee's overall performance evaluation. At management's discretion, exempt employees who work significant amounts of overtime may be given some time off in appreciation if the work schedule allows.

EMPLOYEE PERFORMANCE EVALUATIONS

Supervisors are expected to maintain frequent communication with new employees regarding their duties and their performance, particularly during the first month of employment. All employees should feel free to ask their supervisors any questions they may have regarding their duties or their performance at any time.

New employees should receive a written performance evaluation at the end of six months. All employees will receive a written performance evaluation annually, dating from the date of hire.

WAGE AND SALARY REVIEWS

Wages and salaries will be reviewed annually, at the time of each employee's regularly scheduled performance evaluation. New employees will have an additional review at the initial six-month evaluation. Any increases granted will take effect at the beginning of the next pay period.

Please note that a salary review will not necessarily mean a salary increase. At the time of these salary reviews, merit raises and/or incentive bonuses will be given if the employee's productivity, performance, level of responsibility, or other contributions to PANACYA have significantly increased during the time period being evaluated – provided that PANACYA's financial position enables us to do so. Cost of living increases are not guaranteed, but will be considered depending on all relevant factors, including PANACYA's financial resources, as well as economic conditions.

PAYROLL DEDUCTIONS

Certain payroll deductions are required by law, and others may be authorized or requested by the employee. By law, we are required to withhold certain minimum amounts from your wages for Social Security Tax (FICA), Medicare Tax, Federal Income Tax (FWT), and any state or local income taxes where applicable.

If you request it, we may withhold **more** than the minimum amounts for income taxes. We are not allowed to withhold less than the required minimum. These requirements and options are explained on your form W-4. There are certain other legal situations which may require additional withholding, but these occur infrequently.

With your authorization, we may withhold additional amounts for certain purposes, such as insurance premiums, retirement or pension plans, charitable contributions, or other purposes by mutual agreement between management and employees.

Any deductions not required by law must be authorized by the employee, in advance, in writing. You may ask your supervisor or the person in charge of payroll if you have any questions about your paycheck.

PAY PERIOD

PANACYA's standard pay period is twice per month (15th and last day of the month. For purposes of computing payroll, our standard work week begins on Monday and ends on Sunday. Pay checks deposited directly into the account designated by you and a copy is delivered prior to the close of business on the day before it is deposited.

Whether an employee is discharged or resigns, that employee will be paid on the next regularly scheduled payday.

Occasionally, the designated payday may fall on a holiday or a weekend. In this case, paychecks will be deposited on the last working day prior to the holiday or weekend. The law would allow us to wait until the next workday to deliver the paychecks, but we will distribute them early to avoid causing you any hardship or inconvenience.

PAYROLL ADVANCES

Paying for work before it has been performed creates an accounting burden and a financial hardship for PANACYA. If we grant it for one employee, in fairness, we must offer it to all, and we simply cannot afford to do this. For this reason, we have adopted a uniform policy that we do not issue payroll advances to any employee.

WAGE GARNISHMENT

There are some situations where an employer is required by law to withhold certain amounts from an employee's paycheck and pass them on to a third party. This is called wage garnishment, and it occurs when you have certain types of unpaid debts, and a creditor has obtained a court judgment against you.

In some states (e.g., Texas), private creditors may not order garnishment of wages, but certain government agencies may. The state may require garnishment of wages if a parent is delinquent in child support payments, or the Federal government may order wages garnished for IRS tax levies or if a person is delinquent in payment of a Federal student loan. In other states, other creditors may obtain such judgments.

We do not wish to become involved in such matters, but we are required to comply with the law if ordered to do so. If such a situation arises, please discuss it with someone in management before a court secures a judgment against you. It may be possible to resolve this situation so that wage garnishment is not required. Be assured that your privacy and the confidentiality of the matter will be respected.

SEVERANCE PAY

In general, employees will not receive severance pay if they leave PANACYA voluntarily or are terminated due to unsatisfactory job performance or other cause.

PANACYA may award severance pay or allowance in lieu of notice under certain circumstances, such as forced layoffs, downsizing, or elimination of certain positions due to business necessity.

Such severance allowance will be at the discretion of management, depending on individual circumstances, as well as PANACYA's financial position.

UNEMPLOYMENT COMPENSATION

Unemployment compensation is intended to help support employees who are laid off or terminated involuntarily for reasons other than misconduct. Employees who voluntarily quit or who engage in serious misconduct are not eligible.

Every effort will be made to avoid forced layoffs of productive employees and the personal stress that such layoffs cause for the individuals involved. An employee who is laid off through no fault of his or her own has a legitimate claim to Unemployment Compensation.

This Company will, however, appeal any claims by former employees which we believe are without merit.

OPERATING POLICIES

PURPOSE

In establishing our operating policies, it is not our desire or intention to interfere with anyone's personal freedom or desire for individual expression. However, in any sort of group situation, there are certain considerations that must be observed, out of respect for others, and for the good of the entire organization.

In general, our requirements simply reflect good judgment, good taste, and consideration for others. We expect you to treat clients and co-workers with courtesy and respect, to put forth your best efforts in performing your job, and to help us all make this a pleasant and rewarding place to work.

ETHICAL STANDARDS

We are committed to conducting our business in accordance with the law, and with integrity, honesty, and fairness. This applies to our dealings with clients, with suppliers, and with each other. You should not do anything in the course of Company business that violates the law or your own personal ethics, nor should you be asked to do so. If you become aware of a situation which you believe violates appropriate legal or ethical standards, please discuss it with your supervisor or anyone else in management so that we can resolve it. Your privacy and confidentiality will be respected to the greatest extent possible.

OPEN DOOR POLICY

We are dedicated to preventing and resolving problems through open, positive communication among all employees and management. If you have a question, a concern, a problem, or a complaint, we urge you to discuss it with your supervisor or anyone else in management. It is management's obligation to

listen and respond to employee concerns in an open-minded manner and to work together to find an appropriate solution.

SUGGESTIONS AND CLIENT FEEDBACK

We are dedicated to the process of constant improvement and welcome any input from employees that can help us accomplish this end. We urge you to submit any suggestions on how we can improve our products, our service, our relationships with clients or suppliers, the efficiency of our operation, PANACYA policies or working conditions. We specifically urge you to seek feedback from our clients and customers as to how we can better satisfy their needs and to pass these suggestions on to management.

Suggestions that result in superior client service, substantial cost savings, or other significant benefits to PANACYA may be rewarded with a one-time cash bonus or other award. Supervisors are specifically expected to recommend their employees for such awards.

SMOKE-FREE WORKPLACE

Out of consideration for the health and comfort of the majority of our employees and visitors, this is a smoke-free work environment. We do not wish to dictate your personal habits, but we must protect the well-being of the majority. Smoking is allowed only in designated areas, which will be explained to you by your supervisor. Employees should not allow "smoke breaks" to delay or interfere with the timely completion of their work assignments.

DRESS CODE

While we do not wish to limit your expressions of taste and individuality, we must all be aware that what we wear to work is a reflection of our own professionalism and that of the organization. We ask you to dress appropriately for our type of business and your position in particular.

In addition, certain requirements must be observed. Clothing should not be provocative. Your clothing should not be hazardous to your own safety. Extremely casual dress is generally not considered appropriate for work. If "casual days" are designated by management, appropriate guidelines will be explained to you.

Obviously, a professional appearance is especially important for those of us who at any time come into contact with clients and/or potential clients. Please use good judgment and good taste, remembering that rightly or wrongly, people do judge us as an organization, based in part on our appearance, especially when wearing PANACYA hats and articles of clothing.

WORK SCHEDULE

The specific work schedule for your position will be explained to you by your supervisor. Every effort will be made to consider your own personal needs, as well as the demands of your position, in setting your specific work schedule.

Flexibl Scheduling: Some positions and some types of work offer more opportunity for flexibility than others. Please talk with your supervisor if you want us to consider something other than a

standard work schedule for you. What's feasible will depend on the nature and demands of your particular job, but we are willing to look at all options. We will do the best we can to allow all employees to create the best possible balance between career success and a fulfilling personal life.

Telecommuting / Work from Home: In some cases, employees may be able to perform at least some of their job functions by working from their homes on certain days. This option is very much in the experimental stage, and other companies have experienced mixed results. Its success requires a great deal of self-discipline and personal responsibility on the part of the employee. Ask your supervisor if you want to discuss the feasibility of this option for yourself.

ABSENTEEISM AND TARDINESS

Once your particular work schedule has been determined, you are expected to be at work on time and to work the full number of hours scheduled. Everyone must assume this responsibility, in fairness to your co-workers and our clients.

Some positions require that an employee be at his/her work station during a specified time frame. In such cases, being at your work station during this time is an essential function of your job. Other positions simply require the production or completion of certain assignments to meet a deadline, but there can be flexibility as to when and where the work is produced. The requirements of your specific position will be worked out with your supervisor.

Planned absences should be approved by your supervisor as far in advance as possible. If you are unable to give advance notice but find you must be absent from work for any reason, please call your supervisor as soon as possible. Repeated violation of the attendance requirements of your position will be cause for written warnings, possible discipline and/or eventual termination.

COMMITMENT TO CONFIDENTIALITY

Over a period of time, PANACYA has developed certain information, products, technology, processes, trade secrets, procedures, client lists, etc., which are an important part of our business. It is essential for all employees to realize that this information is proprietary and is the property of PANACYA. It is a violation of your responsibility to this Company for any employee to share this information with any other party or to use it for your own purposes. Keeping this information confidential is a specific condition of your employment with this Company. As a condition of employment, each employee will be required to execute a comprehensive Nondisclosure/Confidentiality Agreement.

Unless there is a written contract to the contrary, any work produced during your employment with this Company is considered "work for hire" and the rights to all such work belong entirely to PANACYA.

Violation of this commitment to confidentiality will lead to discipline, including possible termination and/or legal action.

EMPLOYEE PRIVACY

We do not regularly monitor employee communications or activities outside of the performance of your job. It is our philosophy that your personal life is your business, but activities on the job, on Company premises, or that affect PANACYA are not only our concern, but our responsibility.

Company property, including desks, lockers, file cabinets, computer files, and voicemail are for business use and are not for the private use of employees. The Company reserves the right to access and view material in any Company facility whether it is electronic or physical. Employees should not use Company property to store confidential personal information or any information that the employee would not want others to see or hear.

It should be understood that Company work time, Company equipment, and Company property are for the purpose of conducting Company business. Any files (electronic or otherwise) on Company property are expected to relate to Company business, not to personal matters. Any matters or items that you wish to remain private should be conducted outside of business hours and stored outside of Company property.

ELECTRONIC COMMUNICATIONS

Responsible Use of Equipment, e-mail, and Internet:

Any computer hardware, software, e-mail, voice mail, Internet, or other electronic equipment or service made available to employees is expected to be used solely for the conduct of company business during work hours. Any use of such equipment for personal purposes of any kind must be approved in advance by your supervisor, done on your own time, and conducted in a responsible manner. It must not result in any additional expense to PANACYA, any possible embarrassment or harm to PANACYA, or any loss in productivity with regard to your work.

Specifically, if PANACYA subscribes to any electronic services on an unlimited usage basis, we do not object if you use these services for personal business before or after work hours or during your lunch break so long as you have the approval of your supervisor and do so in a responsible manner. However, if PANACYA is charged in any way for time used, you may not use these services for anything other than company business. Under no circumstances should you use these facilities for any personal purpose during the hours you are expected to be working. You may not use PANACYA e-mail or Internet address for personal messages which might mistakenly be interpreted as statements from PANACYA.

Prohibited Content:

Use of all electronic systems will be held to the same standard as other business communications, including compliance with our anti-discrimination and anti-harassment policies. Remember that what one person finds humorous might be offensive to others. Also, do not send any materials of a sensitive or confidential nature, which might be intercepted by third parties. Do not put anything in an electronic message that you would not want published or made part of a permanent record. You should notify management of any inappropriate materials that you receive or observe.

Acceptable Use Policy:

You are solely responsible for any and all acts and omissions that occur under your password or log-in, and you agree not to engage in unacceptable use of any electronic system, which includes, without limitation, use of any system to: (a) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (f) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network; (g) disseminate or transmit viruses, trojan horses or any other malicious code or program; or (h) engage in any other activity deemed by the Company to be in conflict with the spirit or intent of PANACYA's employment policies.

Copyrighted Materials:

We specifically prohibit the illegal use of any type of copyrighted material – i.e., without purchasing it or securing written permission from the copyright owner. Examples are music, videos, software, or any type of printed, audio, or visual materials that you do not have the legal right to use. Such illegal use or even possession can create serious liability for both you and PANACYA.

Download Policy:

As a start-up company, PANACYA is particularly vulnerable to infringement claims. A claim of infringement has the potential to close down the operation of this company. We must take every action available to protect the integrity of our software and maintain the company's good name. The Company must obtain and maintain clear title to every component of our software. When this product goes out the door, the Company warrants that we possess clear title to all of our intellectual property, especially our software.

All downloads are to be used for business purposes only.

Before any employee/consultant downloads anything that requires that you identify the company or provide any other company information, it is imperative that you consult with and receive authorization from the SVP of Operations and Development. This includes but is not limited to technical documentation, executable software, source code, object class definitions, white papers or any other such material or documentation (...essentially anything that is not publicly available!). When in doubt, ask!

When you do in fact download anything, it is also imperative that you review the agreement that you are consenting to by clicking on it, print a copy of that agreement and give that copy to General Counsel. Again, if you have any question about the agreement, review it with legal counsel before clicking on it.

Everyone's combined efforts in implementing this policy are critical to the future success of PANACYA.

Protection of Confidential/Proprietary Information:

Because of the confidential and proprietary nature of PANACYA materials, including but not limited to software, source code, object code, technology, processes, trade secrets, procedures, client lists and the like, you are not permitted to remove any data in any form, electronic or otherwise, from the premises of PANACYA without the prior written authorization from your supervisor.

No Expectation of Privacy:

You should understand that management may intercept, monitor, copy, review, or download any communications or files that are sent, received, or stored on our systems. Compliance with these policies is a condition of your employment. You are not permitted to block, or attempt to block access through special passwords or other devices. Failure to comply with any of these policies is grounds for discipline, up to and including possible termination. Check with your supervisor for details of your specific situation.

SECURITY SYSTEM AND PROCEDURES

While this policy may seem to be stating the obvious, it is important for every employee to realize that it is part of your responsibility to follow whatever security procedures have been established to protect PANACYA's property, including all intellectual property, and the safety of its employees. These procedures may be incidental to your job or may be an important part of your duties. In any case, PANACYA's security procedures are to be taken seriously, followed, and maintained by all employees. Failure to follow these procedures responsibly can lead to disciplinary action, up to and including possible termination, depending upon the seriousness of the situation.

TELEPHONE USAGE

Undoubtedly you realize that it is essential for any business to keep its phone lines open for the purpose of conducting business. In addition to the fact that telephone visiting takes employees away from their work, we can lose significant business if clients, prospects, vendors, etc. can't get through to us because the phones are tied up. The telephone is an important sales tool, and we need sales to preserve our jobs.

You may make personal local calls when necessary, but please keep these calls brief and to a minimum. This especially applies to personal long distance calls on company phones. Please remind friends and family members to limit their calls to you.

POLITICAL ACTIVITY

We encourage your active participation in the political process. However, it is essential that political activity must not interfere with the conduct of our business.

Political differences of opinion can cause conflict and hard feelings with co-workers or clients. In order to avoid such potential problems, no displays of a political nature will be allowed on company premises. Likewise, we expect you to refrain from political discussions with co-workers or clients in the workplace.

At no time should you present your own political views, whatever they may be, as representative of this Company.

SOLICITATION FOR OUTSIDE CAUSES

While we respect employee participation in causes that you believe in, we cannot allow these outside activities to take you away from your work, to interrupt another employee's work, or to make other employees feel pressured to support or participate.

For this reason, we cannot allow any soliciting for contributions, sales on behalf of any organization during time when either party to the solicitation is working, or distribution of any literature during work hours or on Company property. A cause that you passionately believe in may make a co-worker actively uncomfortable, and we want to avoid this type of awkward situation.

If you do choose to solicit your fellow employees outside of work hours, this is up to you. But we do ask that you use restraint and good judgment and not allow your outside activities to cause any strain between you and your co-workers.

If you observe a situation that you believe may cause problems, you are urged to discuss it with your supervisor or anyone in management so that it can be resolved.

OUTSIDE EMPLOYMENT

We do not believe it is appropriate for us to dictate what you do outside of working hours. Our concern is specifically how well you perform your job for us, and you will be evaluated on that basis. It is up to you to determine how much work you can handle. Our only restrictions are the following:

- * You may not conduct business for any other organization on this Company's time.
- * You may not take on any outside employment that would constitute any conflict of interest.

Working for our competitors does constitute a conflict of interest and is prohibited during your employment with us.

POSTED NOTICES AND INFORMATION

Your supervisor will show you the location of PANACYA bulletin board or central posting area. We are required by law to post certain notices, such as our compliance with the fair employment laws, and information on your rights as an employee. In addition, there may be notices posted by management for your benefit. Employees are not to place materials in the posting area without prior permission from management.

PERSONNEL FILES

Certain personnel records are required by law, and others are needed for company benefits and administrative purposes. Please be sure that all personal information in your file is accurate and up-to-date.

We respect your right to have the information in your records treated confidentially. Other than records which we are legally required to make available to government agencies or other parties, we will not release any information from your files or regarding your employment here without specific authorization from you.

If you wish, we will give you the opportunity to review your own personnel files upon request and to have any statements or comments of your own added to the official file.

POSSESSION OF FIREARMS AND WEAPONS

Possessing firearms or weapons, concealed or otherwise, on or in Company property may threaten the safety of others. Therefore, you may not bring such weapons onto Company property or possess them while conducting Company business. Failure to comply with this policy will result in discipline and potential criminal charges.

IMPROPER PERSONAL CONDUCT

Following is a list of miscellaneous unacceptable behavior which can lead to disciplinary action, ranging from a warning to suspension or possible termination. Certainly, common sense and good judgment should prevent any of these occurrences, but they are listed here to prevent any possible question or misunderstanding.

The following actions will not be tolerated and may be cause for discipline or termination without further warning:

- Possessing or bringing weapons or explosive materials on company property.
- Fighting on company property.
- Using abusive, foul, or threatening language.
- Stealing or willfully damaging company property or another employee's equipment or personal property
- Performing any type of immoral or indecent acts on company property.
- False or misleading pre-employment application or information
- Falsifying verbal or written information.
- Refusal to comply with a directive from a supervisor.
- Any other action that threatens the well-being or safety of a co-worker, client, or vendor.

It should further be understood that violation of company policies in the following areas will be considered serious enough to warrant discipline, up to and including possible termination without further warning:

- Intentional illegal discrimination
- Sexual or any other form of harassment
- Illegal drug or alcohol use or possession during work hours, on Company property, or while conducting Company business
- Refusal to submit to illegal drug or alcohol testing if required by PANACYA
- Violation of safety requirements or regulations
- Disclosure of confidential Company information
- Disseminating e-mail containing sexually explicit material

Violation of electronic communications policies
Failing to maintain current information as to where you may be contacted.

The above lists should be considered illustrative, not comprehensive. Other actions and violations of a similar nature may also result in discipline and/or termination.

COMPANY BENEFITS

PAID TIME OFF

The needs of an emerging company can be extremely demanding and can, at times, require work well beyond 40 hours a week. Exempt employees are expected to measure their work hours by the demands of their job, and not by the number of hours they have worked in a day or a week.

At the same time, exempt employees are not paid by the hour and deductions from pay are not made if an employee is gone from the workplace during normal business hours. For exempt employees, the standard is getting the job done. If an exempt employee is absent during normal business hours to the point where it interferes with performance, for example because customers, vendors or other employees cannot reach the employee, this may be grounds for discipline.

Non-exempt employees who need to be absent for all or part of a workday should see their supervisor about the possibility of making up the time.

VACATIONS

As a start-up company, PANACYA does not, at present, have a policy of allowing accrual of paid vacation time. The Company recognizes, however, that the demands of the business can be very heavy at times and that employees may need some days off after a period of particularly heavy work. Employees who want to take some time under these circumstances and who believe that their work will allow them to be absent may make a request for time off from their supervisor. This request will be considered in light of the employee's past and current workload and the expected demands of the business during the period of requested absence. For nonexempt employees, absences of more than a day at a time, unless approved in advance, will be unpaid. For exempt employees, absences greater than a week at one time, unless approved in advance, will be unpaid. PANACYA will reevaluate its vacation policy from time to time as the Company grows and its demands change.

PAID PERSONAL DAYS

Eligible full-time employees may accrue paid personal days off at the rate of $\frac{1}{2}$ work day per month worked, up to a maximum of three (3) paid personal days per calendar year.

This policy takes the place of the more conventional "sick leave" where you get time off only if you are sick -- or claim to be sick. We believe our policy will give employees more flexibility in their personal lives and will allow for better planning between employees and supervisors.

In addition to any vacation and holidays, every eligible employee is entitled to three (3) additional paid personal days per year of work, to use in any way you see fit. These personal days can be used for

any combination of illness, doctors' appointments, family business, child care, or any other personal needs. They may even include personal "mental health" days as needed, to avoid suffering from excessive stress or burnout. In fact, we encourage you to use them in this way.

Whenever you are away from work for any personal reason, the time missed will be charged to your accrued personal time bank.

You may not accrue any more than three (3) unused personal days at any time. This is a deliberate policy. We want you to get away from work occasionally to avoid burnout. If, at any time, you have accrued a total of three (3) unused days, you need to take at least one-half day off during the following month, or you will not get credit for any more accrued days until your total drops below three (3).

Financial compensation will not be paid in lieu of unused personal days.

We urge you to use maturity and judgment in taking these days for reasons other than illness. Try to take them at times when your work load allows it, so that your absence will not be a burden on your co-workers or cause problems for our customers or clients. Please schedule these days off in advance with your supervisor whenever possible.

Pay for exempt employees cannot be docked for time off of less than a week. However, responsible use of your time will be a factor in every employee's performance evaluation.

Extended periods of absence will be applied in the following order:

- a. Eligible paid personal days (until used up)
- b. Eligible paid vacation days (until used up)
- c. At the discretion of management, depending on individual circumstances:
 - paid leave of absence
 - unpaid leave of absence
 - and/or termination of employment.

BEREAVEMENT

In addition to any vacation or personal days, you will be granted a two-day leave of absence, with pay, in the event of a death in your immediate family. If more time is needed, you may use personal days or vacation days.

JURY DUTY

In the event that you are selected for jury duty, PANACYA will allow you to serve and will make every effort to see that this service does not impose a financial hardship on you.

For salaried employees, PANACYA will continue to pay your regular salary for a period of up to 90 days while you are serving jury duty, and you may keep the fee you receive for jury service. For hourly employees, we will reschedule your work assignment and/or supplement your wages earned, so that you will not lose substantial income through jury service. Longer periods of jury service are extremely rare, but will be handled on an individual basis should they occur.

(Note: For exempt employees, you will always be paid for a full week whenever any work is performed during that week, regardless of the length of your jury service.)

While this does involve a cost to PANACYA, we do this as our contribution to the community so that juries will have access to those people who are regularly employed. Please notify your supervisor as soon as you receive your jury summons so that we can accommodate your work schedule.

WITNESS DUTY

If you are called to be a witness in a court procedure, you may take time off, with pay, for the length of time actually required in court. This usually is a period of a few hours, but is not to exceed one full work day. If the time involved exceeds one day, you may use accrued personal days or vacation days.

VOTING

If you have the opportunity to vote in advance under an "early voter" program, we encourage you to use this option, in order to avoid standing in long lines or taking time off from work.

If you do not take advantage of this option and need to vote on election day, we will allow you to arrange your work schedule to have a two-hour period to vote during the time the polls are open. Please arrange this in advance with your supervisor.

EDUCATION AND TRAINING

In order to encourage your professional development, PANACYA will make every effort to pay for part or all of the out-of-pocket costs for any academic courses, seminars, workshops, or training which you and your supervisor agree will enhance your ability to perform your present job, prepare you for advancement within PANACYA, or enhance your value to PANACYA in any other way.

The course content and potential value should be discussed in advance with your supervisor, in order to get approval for this expenditure. Approval will depend on management's judgment as to the usefulness of the course in relation to its cost and to company funds available.

LEAVES OF ABSENCE

Under certain circumstances, PANACYA will allow employees to take a leave of absence without pay. Whenever it is required by law, PANACYA will continue to pay for company-provided health care benefits during your leave of absence. If this is not required by law, a joint decision will be made by management and the employee regarding the handling of any benefits.

For the employee-paid portion of benefit coverage during a leave, funds to cover your share of each month's premiums must be received by PANACYA on or before the 10th day of each month. If any monthly payment is more than 30 days late, the employee's benefit coverage may be dropped for the duration of the leave. If a check is returned for insufficient funds, the payment will not be considered to have been made until sufficient cash, money order, or cashier's check is received by PANACYA.

Please bear in mind that even if you pay for these benefits out of pocket while you are absent from work, the group rates through PANACYA's plan may still save you a great deal of money, compared to what you would have to pay for comparable coverage if you had to buy it as an individual.

Unless required by law, the granting of a leave of absence is at management's discretion, and all relevant circumstances will be taken into account in making this decision. Written request for leave should be submitted to your supervisor at least 30 days in advance, whenever feasible. Sufficient advance notice will enhance our ability to grant your request.

Unless otherwise agreed upon in writing, during your absence, you must contact your supervisor every two weeks regarding your status and confirming your planned return to work. Unless otherwise designated by law, if you do not contact your supervisor as required or do not return to work at the agreed upon time, without securing written approval for an extension, this will be considered a voluntary quit, without good work-related cause.

When taking a leave of absence, any accrued paid personal days and paid vacation will be applied first, before the unpaid period begins. Unless otherwise required by law, further paid holidays, personal days, paid vacation, or seniority will not accrue during any unpaid leave of absence.

All employees are required to provide a current address and telephone number where they may be contacted. Failure to provide this information can be grounds for discipline, including discharge. Employees who are on leave or otherwise absent must keep such contact information current. Failure to do so may be grounds for discontinuing the leave and terminating employment.

FAMILY AND MEDICAL LEAVE ACT

We will comply with all requirements of the 1993 Family and Medical Leave Act, to whatever extent they apply to this Company and its employees. The provisions of the Act are as follows:

Who Is Covered:

- * Applies to employers who have 50 or more employees.
- * Employees must work at a site that has at least 50 employees within a 75-mile radius. Must have worked for PANACYA at least one year, and must have worked a total of 1250 hours or more during the previous 12 months.
(This represents an average of 25 hours per week for 50 weeks.)
- * Company may exempt a salaried employee who is in the highest paid 10% of the work force and whose restoration from leave would cause economic harm to the employer.

Provisions of the Act:

- * Employers must grant qualified employees up to 12 weeks of leave without pay, during any 12-month period, for any of the following purposes:
 - * Birth, adoption, or placement of a child
 - * Care for a seriously ill child, spouse, or parent
 - * Employee's own serious illness
 - * Employer may substitute an employee's accrued vacation or paid leave for any part of the 12-week period of family leave, except for an employee receiving workers' compensation benefits.
 - * Employer must continue any previously provided health care benefits during the leave.
 - * If the employee does not return to work, under some circumstances, the employer may require reimbursement for medical benefits paid for by PANACYA during the leave.
 - * Employee is not entitled to unemployment compensation during the leave.
 - * Following the leave, employee will be returned to the same job or an equivalent position.

- * Employer may require a doctor's certificate to verify a serious illness. Employer may require a second medical opinion.
- * Employee is required to provide 30 days' notice for leaves for birth, adoption, or planned medical treatment, if leave is foreseeable that far in advance.
- * Employee taking intermittent leave for planned medical treatments may be required to transfer temporarily to an equivalent alternative position. Medical certification for such leave must include the expected dates for medical treatments and the planned duration of the treatments.

PERSONAL OR MEDICAL LEAVES NOT REQUIRED BY LAW

Even if not required by law, PANACYA will make every effort to grant leaves of absence for personal or medical reasons whenever possible, giving full consideration to the needs of the employee as well as PANACYA. Unless mandated by law, the length of leave granted and the conditions upon return will be based on individual circumstances.

Whenever possible, we will consider other alternatives to meet your needs, such as a shortened work week, part time work, job sharing, or flexible work schedules. The feasibility of such arrangements will depend on many factors: the specific requirements of your position, the ability to meet client needs, the cost to PANACYA of additional training or administration, and possible effects on co-workers or clients.

Because the requirements of each job are unique, we will not be able to offer exactly the same arrangements to all employees. We will, however, do the best we can to accommodate everyone, considering all of the circumstances. For this kind of flexible approach to succeed, all employees must take a mature, responsible, and cooperative attitude. If we find that a flexible approach causes problems rather than solving them, we will have to be more strict and less flexible.

If you have a good performance record, we will not want to lose you as a valued employee. We will make every effort to help you meet your family and personal needs without sacrificing your professional goals.

Maternity or Paternity Leave will be handled like any other request for personal or medical leave.

MILITARY LEAVE

Federal law governs certain requirements regarding granting of leave, compensation, and reinstatement for veterans and reservists who are away from their jobs performing service in uniform. These laws change from time to time. If this situation occurs, management will confer with legal counsel regarding the regulations applicable to your specific situation.

INSURANCE

ON-THE-JOB ACCIDENTS OR INJURIES

You may be entitled to medical payments and/or other compensation if you are injured on the job. Management will explain to you any such programs that have been provided for you. Notices are posted regarding Workers Compensation coverage or non-coverage for employees.

If an injury occurs during the regular workday, the injured employee will be paid for that full workday. Any injury or accident that occurs on Company property or while on Company business must be reported to management **immediately** (i.e., as soon as the incident occurs). If such an incident occurs outside of regular business hours, it is still the responsibility of the injured employee to contact an appropriate person in management **immediately**, to describe the circumstances and be instructed as to how to proceed.

You will be given instructions as to how to contact management outside of regular business hours if necessary.

Do not delay reporting an incident in order to wait and see if there are any serious or long-term physical symptoms that arise. Report it to management immediately, and follow any instructions you are given at that time.

This prompt reporting is essential, in order for us to properly document any such incidents and take appropriate action. Failure to report an accident or injury immediately, or failure to follow management's instructions following the incident, may be cause for discipline and may make the employee ineligible for any medical payments or other compensation related to the incident.

Any benefits or compensation applicable to on-the-job injuries will not apply to any voluntary activities that are not considered a part of the employee's required work duties.

MEDICAL INSURANCE

PANACYA provides a medical insurance plan, including dental and limited vision coverage, for all full-time employees. Unless otherwise agreed upon in writing between PANACYA and the employee, eligible employees are those who work 1800 hours per year or more.

Your supervisor will provide you with information as to the coverage offered, premiums, method of payment, and any waiting periods or other requirements.

We are sure you are all aware of the rising costs of medical care and medical insurance premiums. We have tried to provide basic coverage that is fair for all employees and to offer additional coverage for those who need it and wish to purchase it. Although we realize that insurance premiums are burdensome, we encourage those of you who have dependents or special needs to purchase additional coverage to protect yourself from disastrous medical expenses.

In purchasing any additional health insurance, whether it be through PANACYA plan or other sources, we recommend that you study carefully the exact details of what is covered and not covered in any plan you are considering. Make sure the coverage is comparable when comparing premiums. You should also consider the reliability and financial soundness of the insurance carrier, in addition to the cost of the premiums.

LIFE INSURANCE

Your benefits include a group life insurance policy, including accidental death and dismemberment coverage, for all full-time employees. Unless otherwise agreed upon in writing between PANACYA and the employee, eligible employees are those who work 1800 hours per year or more. Your supervisor will provide you with information as to the specific coverage provided, any required waiting periods, and any optional coverage that is available to you.

The policy is term life insurance and has no cash value.

We are limited as to the amount of coverage we are able to offer you through a group policy. If your family needs additional protection, we encourage you to purchase supplementary coverage through PANACYA's agent or your own insurance agent. Consider the reliability and financial soundness of the insurance carrier, in addition to the cost of the premiums.

DISABILITY INSURANCE

Your benefits include a group disability insurance policy, including long-term and short-term disability coverage, for all full-time employees. Unless otherwise agreed upon in writing between PANACYA and the employee, eligible employees are those who work 1800 hours per year or more. Your supervisor will provide you with information as to the specific coverage provided, any required waiting periods, and any optional coverage that is available to you.

We are limited as to the amount of coverage we are able to offer you through a group policy. If your family needs additional protection, we encourage you to purchase supplementary coverage through PANACYA's agent or your own insurance agent. Consider the reliability and financial soundness of the insurance carrier, in addition to the cost of the premiums.

EMPLOYEE ACKNOWLEDGEMENT FORM

By signing this form, I acknowledge that I have received a copy of this Company's current Employee Policy Handbook. I understand that it is my obligation to read it, understand it, and abide by the policies described. I understand and agree that compliance with all Company policies is a condition of my employment with the Company.

I further understand and agree that certain policies are of particular importance to the Company and that violation of these policies will be grounds for discipline, up to and including possible termination. These policies of particular importance are: Equal Employment Opportunity, Sexual Harassment, Safety, Substance Abuse, Drug and Alcohol Testing, Commitment to Confidentiality, Electronic Communications, Job Performance and Improper Personal Conduct.

I also understand that my employment with the Company is not to be considered permanent or for any guaranteed length of time. Our employment relationship will continue as long as it is mutually satisfactory to both parties. I may resign at any time, with or without notice. And the Company may terminate my employment at any time, for any reason it deems necessary, so long as this action does not violate any laws.

No one representing the Company has the authority to enter into any agreement different from that stated above, unless there is a written contract signed by both parties (Company and employee).

Employee Name (Please Print)

Date

Employee Signature

Supervisor Name (Please Print)

Date

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No one representing the Company has the authority to enter into any agreement different from that stated above, unless there is a written contract signed by both parties (Company and employee).

Jason Bragg
Employee Name (Please Print)

1/3/2001
Date

[Signature]
Employee Signature

Ramon Bragg
Supervisor Name (Please Print)

1/11/2001
Date

[Signature]



SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the "Agreement"), is between Jason Bragg ("EMPLOYEE") and PANACYA Inc. ("EMPLOYER").

EMPLOYEE has voluntarily resigned, effective March 6, 2001.

EMPLOYER desires to provide EMPLOYEE with some separation benefits to assist him in the transition resulting from his separation from employment with EMPLOYER;

EMPLOYEE agrees, in exchange for such separation benefits, to waive any and all claims that he may have against EMPLOYER and other released parties described below; and

Each of the parties is satisfied that the terms of this Agreement are fair, adequate and reasonable, and acknowledge that EMPLOYEE is receiving consideration in addition to anything of value to which he already is entitled;

NOW THEREFORE, in consideration of the respective covenants and agreements of the parties contained herein, EMPLOYEE and EMPLOYER hereby agree upon the terms and conditions set forth below:

1. **Separation From Employment.** EMPLOYEE shall sign the attached letter of resignation, in which event EMPLOYER'S records will reflect that EMPLOYEE resigned effective March 6, 2001

2. **Separation Benefits.** Conditioned upon the receipt from EMPLOYEE of a fully signed and dated copy of this Agreement and a signed resignation letter as attached hereto, EMPLOYER agrees to the following:

a. **Salary.** EMPLOYER will pay to EMPLOYEE salary, including any deferred salary (to be paid on or about March 31, 2001) through March 15, 2001, and health care benefits through March 31, 2001. Such salary payment will be made through EMPLOYER'S regular payroll system and shall be subject to all applicable withholdings as required by law. Notwithstanding such payments, EMPLOYEE'S employment shall be deemed terminated for all purposes effective March 6, 2001. Even if EMPLOYEE does not sign this agreement, EMPLOYEE will be offered benefits to which EMPLOYEE may be entitled to under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

b. **Expenses.** EMPLOYER agrees to pay EMPLOYEE submitted expenses up to and including March 6, 2001, to be paid no later than March 31, 2001.

c. Stock Options. EMPLOYER will issue Stock Options to EMPLOYEE, under the terms and conditions of the Stock Option Agreement, to be provided under separate cover within sixty (60) days of the execution of this Agreement. Contingent on the ratification of the Stock Option Agreement by the Board of Directors, the number of options to be issued to EMPLOYEE, under EMPLOYEE'S Stock Incentive Agreement, is to be 20,000, reflecting the five (5) for one (1) reverse stock split from the original amount of 100,000 shares, representing five (5) quarters of vesting from date of hire.

d. Miscellaneous. EMPLOYER agrees not to disparage EMPLOYEE and agrees to provide references for EMPLOYEE, as may be requested by EMPLOYEE from to time.

3. EMPLOYEE Warranties/Obligations.

a. Personal Effects/ Premises. EMPLOYEE represents and warrants that he has removed all his personal effects from EMPLOYER property. EMPLOYEE shall not enter upon EMPLOYER premises except at the express request or invitation of EMPLOYER.

b. Return of EMPLOYER Property. EMPLOYEE represents and warrants that he has returned to EMPLOYER all EMPLOYER property in his possession or which he may have previously received from EMPLOYER or removed from the premises of EMPLOYER, including any EMPLOYER documents or copies thereof. The term "property" herein includes, but is not limited to tangible or electronic reports, code, files, memoranda, and records; credit cards, cardkey passes; door and file keys; computer access codes; software; and other physical or personal property (in tangible, electronic or other form) which EMPLOYEE received or prepared or helped prepare in connection with his employment; and EMPLOYEE shall not retain any copies, duplicates, reproductions, or excerpts thereof in any format, electronic or otherwise.

EMPLOYEE also agrees, on behalf of himself and his attorneys, to keep strictly confidential any and all "EMPLOYER Information" that he may have created, had access to or received in the course of his EMPLOYER employment and not to disclose said Information to persons other than authorized employees of or attorneys for EMPLOYER or its affiliates; provided, that EMPLOYEE may disclose said Information to law enforcement officers when required, to his attorneys when necessary for them to provide legal advice to him, or in response to subpoena.

The term "EMPLOYER Information" includes, but is not limited to (a) confidential information relating to the technical, financial, operational, research, legal and other aspects of the business or services of EMPLOYER or any affiliate thereof, including but not limited to know-how, technology, software, code, trade secrets, employee lists and employee information, financial information, operational methods, methods of doing business, research projects and information derived from research or development activities and (b) other business, technical, financial,

operational, research, or legal information relating to EMPLOYER or any of its affiliates the use or disclosure of which might reasonably be construed to be contrary to the interests of EMPLOYER or any of its affiliates. Information shall be considered "confidential" for purposes of this provision if it is proprietary or confidential in that it is not generally known or available to the public.

EMPLOYEE also shall not to use any EMPLOYER Information for the business or financial benefit or interests of himself or of any person or entity other than EMPLOYER or its affiliates.

EMPLOYEE understands and acknowledges that the Confidentiality/ Nondisclosure Agreement of this date, annexed to this document as Exhibit A, reflects the understanding and intent of the parties with respect to the obligations of EMPLOYEE as to confidentiality.

c. Expenses. EMPLOYEE also acknowledges that, effective March 6, 2001, he has not been and is no longer authorized to incur expenses on behalf of The EMPLOYER.

d. Disparagement. EMPLOYEE agrees not to disparage EMPLOYER or its employees to third parties following the date of this Agreement. EMPLOYEE understands and agrees that his position allowed access to confidential information and that, for this reason, any statement or opinion he might express might be understood by the party learning of it to be based on confidential information not generally available. In recognition of this fact, EMPLOYEE understands and agrees that he will make no statements and will express no opinions, predictions or other communications concerning the past present or future operations of EMPLOYER or its business prospects or its officers or employees except as specifically authorized by this Agreement. The provisions of this Section 3(d) shall not apply if EMPLOYEE is required to defend claims made against him in any court, administrative or arbitration proceeding brought by EMPLOYER or co-employees arising out of the scope of his duties during his time of employment with EMPLOYER and the providing of the information necessary to defending himself in such court, administrative or arbitration proceeding.

4. Limitations. Neither The EMPLOYER, any other Released Party, nor any successor or affiliate thereof, will be obligated in any way to provide EMPLOYEE with future employment, compensation, or benefits in any amount or for any reason beyond the payments and other consideration promised by EMPLOYER herein, and EMPLOYEE agrees not to seek reemployment with EMPLOYER, any other Released Party, nor any successor or affiliate thereof. . Notwithstanding the preceding, EMPLOYEE will not be precluded from performing employment or consulting services for any person or company, including persons or companies who might be indirect Released Parties to this Agreement, provided that such work or services provided by EMPLOYEE does not use Confidential Information acquired during his employment, as defined and set forth in this Agreement, including Exhibit A, and further provided that

this work is not in competition with EMPLOYER or any of EMPLOYER's products or services.

5. Release, Waiver and Covenant Not To Sue.

a. Release and Waiver. EMPLOYEE, for himself, his heirs, successors and assigns, releases and discharges forever EMPLOYER, and its successors, assigns, divisions, parents, related and affiliated companies, officers, former officers, directors, former directors, employees, former employees, shareholders, members, and counsel (collectively, the "Released Parties") from any and all causes of action, claims, demands, costs and expenses, or damages, whether known or unknown, which he now has, or which have been asserted or could be asserted by EMPLOYEE or on EMPLOYEE 's behalf arising out of any act or omission pertaining to employment occurring prior to the date of execution of this Agreement.

This Release includes but is not limited to any and all claims for declaratory or equitable relief, back pay, front pay, employee benefits, bonuses, incentive payments, compensation, damages, reinstatement, and/or attorneys' fees and expenses, known or unknown, vested or contingent, which EMPLOYEE ever had, or now has, and which his heirs, executors, administrators and assigns, and any of them, hereafter can, shall or may have against EMPLOYER and/or the Released Parties, as of the date hereof, resulting from any alleged violation, asserted or unasserted, of any federal, state, and/or local laws barring discrimination in employment on the basis of race, gender, age or any other factor, including Title VII of the Civil Rights Act, as amended, the Americans With Disabilities Act, the District of Columbia Human Rights Act, and any other federal, state, or local law, ordinance, regulation, order or applicable constitutional or statutory provision or right grounded in common law, express or implied contract or public policy. EMPLOYEE hereby waives any claims he may have that are released above.

b. Covenant Not To Sue. EMPLOYEE further agrees, promises and covenants that neither he nor any person, organization or any other entity acting on his behalf will file, charge, claim, sue, or cause or permit to be filed, charged or claimed, any action for damages or other relief (including injunctive, declaratory, monetary or other relief) against Releasees and their agents and representatives, involving any matter covered by the release in paragraph 5(a) of this Agreement, or involving any continuing effects of actions or practices which arose prior to the date of this Agreement. This instrument shall be a complete defense to any action or proceeding that may be brought, instituted, or taken against any Releasee with regard to any matter covered by the release in paragraph 5(a), and shall forever be a complete bar to the commencement of prosecution of any action or proceeding whatsoever against the Releasees with regard to any of those matters. Should any action be filed in contravention of this paragraph, EMPLOYEE shall pay the defendant or defendants named in said action all attorneys' fees, costs, and expenses incurred. This Section 5 pertains to EMPLOYEE in his capacity as an EMPLOYEE of the Company, and does not affect other rights that EMPLOYEE may have.

6. **Release Procedure.** By executing this document, EMPLOYEE avers that he has had a reasonable opportunity to read, consider and execute this Agreement and to consult with an attorney if he so chooses. By executing this document, EMPLOYEE also agrees that he has carefully read this Agreement and the Release contained herein and knows its contents, and that he signs this Agreement with a full understanding of its terms and significance, and intending to be bound by its terms.

7. **Adequacy of Consideration.** EMPLOYEE agrees that the payments and benefits to be provided to him pursuant to this Agreement are solely in exchange for the promises in this Agreement and represent consideration in excess of anything of value to which he is entitled under any law, regulation or EMPLOYER policy, practice or procedure.

8. **Confidentiality.**

a. EMPLOYEE, for himself, his heirs, assigns, and attorneys, agrees to keep confidential and not disclose the terms of this Agreement to any person with the exception of attorneys or other professionals consulted by him to understand the interpretation, application, or legal effect of this Agreement, except to the extent that such disclosure is required pursuant to an investigation by an appropriate government agency or as required in response to a subpoena.

b. EMPLOYEE further agrees that EMPLOYEE shall continue to comply with all the applicable terms and conditions set forth in the Confidentiality/Nondisclosure Agreement attached hereto as Exhibit A, as well as any other nondisclosure agreement that may have been executed as a condition of employment with the Company; and that EMPLOYEE knows and understands that the obligations contained in those agreements survive the execution of this Agreement and termination of employment. In particular, EMPLOYEE shall not disclose any confidential or proprietary information which EMPLOYEE acquired as an EMPLOYEE of the Company to any other person or entity, or use such information in any manner that is detrimental to the interests of EMPLOYER. The terms and conditions of the Confidentiality/ Nondisclosure Agreement (Exhibit A), executed at or about the same time as this Agreement, shall prevail and supercede any and all previously executed nondisclosure agreements.

c. EMPLOYEE represents and warrants that at no time, including time prior to formal employment with the EMPLOYER, and during his employment with or on the behalf of Company, whether for the EMPLOYER or otherwise, and whether for compensation or otherwise, has not to date disclosed and shall not disclose to any party any proprietary or confidential information about the Corporation or any of its research and/or development, including but not limited to the technology, software, code, plans, process and activities to form the Corporation and to develop software and services, which disclosure would be a violation of this Agreement if made today. Employee understands and agrees that the EMPLOYER will rely on such representation and

warranty, that such representation and warranty is a material inducement to the EMPLOYER in offering the Separation Benefits set forth in Section 2 of this Agreement and that if this representation be untrue, that EMPLOYER may seek legal recourse against EMPLOYEE.

9. **Nonsolicitation.** EMPLOYEE warrants and represents that during the period of employment and for no less than twelve (12) months after the date of this Agreement, EMPLOYEE has not and will not, without the express written consent of the Corporation, solicit any individual who is an employee of the Corporation or any of its affiliates to terminate his or her employment with the Corporation or its affiliate.

10. **Full Agreement and Understanding.** The terms and conditions of this Agreement constitute the full and complete understanding, agreements, and promises of the parties, and there are no oral or written understandings, agreements, promises, or inducements made or offered other than those set forth in writing in this Agreement. This Agreement supersedes any prior oral or written agreement or understanding between the parties relating to the subject matters covered in this Agreement, except that this Agreement shall not supercede, but be interpreted in conjunction with, any prior agreement or understanding between EMPLOYER and EMPLOYEE relating to confidentiality, protection and ownership of EMPLOYER Information, including all intellectual property and trade secrets, including without limitation that certain confidentiality/nondisclosure agreements between the EMPLOYER and EMPLOYEE.

No amendment of any provision of this Agreement, and no postponement or waiver of any such provision or of any default, misrepresentation, or breach of any provision hereunder, whether intentional or not, shall be valid unless such amendment, postponement or waiver is in writing and signed by or on behalf of EMPLOYER and EMPLOYEE. No such amendment, postponement or waiver shall be deemed to extend to any prior or subsequent matter, whether or not similar to the subject matter of such amendment, postponement or waiver. No failure or delay on the part of EMPLOYER or EMPLOYEE in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.


11. **Severability.** The provisions of this are severable; if any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall not be affected thereby and shall remain enforceable. If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Maryland and

RECIPIENT consents to the exclusive jurisdiction of the state courts and U.S. federal courts located in that state for any dispute arising out of this Agreement.

**PLEASE READ CAREFULLY
THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS
KNOWN AND UNKNOWN**

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, UNDERSTAND ITS TERMS, AND ACCEPT AND AGREE TO IT AND HEREBY EXECUTE IT VOLUNTARILY AND KNOWINGLY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.



Jason Bragg

Date: 7/19/01

FOR PANACYA Inc.:



Ron Singh Roda
Chief Financial Officer

Date: Mar 19, 2001


PLEASE READ CAREFULLY
THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS
UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT

The attached agreement contains provisions relating to the release of claims under the Age Discrimination in Employment Act ("**ADEA**"). Pursuant to the requirements of the ADEA, and notwithstanding any provision to the contrary contained in the attached agreement, the following shall apply:

1. Employee will be given 21 days to consider the release of ADEA claims as the terms of such release are stated in the attached agreement.
2. Employee will be given 7 days in which his or her signature can be revoked from the attached agreement.
3. Employee has been told by Employer to consult counsel regarding the release of claims under the Age Discrimination in Employment Act.

THE EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS READ THE FOREGOING. THE EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED TO CONSULT AN ATTORNEY REGARDING THE RELEASE OF CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

EMPLOYER ACKNOWLEDGES THAT IT WILL ABIDE BY THE TERMS REQUIRED BY THE AGE DISCRIMINATION IN EMPLOYMENT ACT, INCLUDING THOSE TERMS STATED ABOVE.



Jason Bragg

Date: 3/19/01

FOR PANACYA Inc.:



Ron Singh Roda
Chief Financial Officer

Date: Mar 19, 2001

TO: PANACYA Inc.

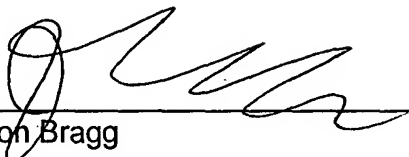
FROM: (employee)

DATE: March 6, 2001

RE: Resignation

I hereby resign my employment as Developer with PANACYA Inc. effective March 6, 2001.

Signed:



Jason Bragg

EXHIBIT A

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into and made effective this 19 day of March 2001, by and between PANACYA INC. ("PANACYA"), a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 401 Innovation Drive, Annapolis, Maryland 21402, and Jason Bragg ("RECIPIENT EMPLOYEE").

PANACYA owns know-how, software, concepts, trade secrets, designs, processes, services, capabilities, copyrights, trademarks, patents, patent and trademark applications, business affairs and other data, business methodologies, knowledge, and information relating to PANACYA's business, operating procedures, records and systems as well as processes, systems and technology in the development stage, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, all of which are of a proprietary and confidential nature, and shall include, but not be limited to, those additional concepts set forth in Schedule A, attached hereto and made a part hereof (collectively, "Confidential Information");

RECIPIENT EMPLOYEE and PANACYA are about to end the employment relationship which commenced on or about January 1, 2000, pursuant to the SEPARATION AGREEMENT of this same date, as part of which arrangement, the Confidential Information has been and will be disclosed to RECIPIENT EMPLOYEE;

As a condition of these disclosures, RECIPIENT EMPLOYEE, recognizing the importance of the Confidential Information to PANACYA, has agreed to execute this Agreement; and PANACYA desires to disclose the Confidential Information to RECIPIENT EMPLOYEE only if the Confidential Information is properly protected and preserved from dissemination or improper use by RECIPIENT EMPLOYEE.

ACCORDINGLY, in consideration of the mutual benefits to be derived by each of the parties hereto, it is agreed as follows:

1. Panacya's Ownership of the Information:

The RECIPIENT EMPLOYEE recognizes that, due to the nature of the relationship between the RECIPIENT EMPLOYEE and Panacya, the RECIPIENT EMPLOYEE will have access to, will become aware of and may assist in developing Confidential Information.

The RECIPIENT EMPLOYEE acknowledges that such information is of central importance to the business of Panacya and that disclosure of it to or its use by others could cause substantial loss to Panacya. The RECIPIENT EMPLOYEE acknowledges that all information disclosed to the RECIPIENT EMPLOYEE by Panacya or otherwise during the course of employment with Panacya shall remain the sole and exclusive property and proprietary information of The Corporation. Similarly, the RECIPIENT EMPLOYEE acknowledges that all processes, inventions, discoveries, improvements, creations, or other work products which the RECIPIENT EMPLOYEE conceives or makes for or on behalf of The Corporation or which grows out of the processes, inventions, discoveries improvements, creations or other work products which the RECIPIENT EMPLOYEE conceives or makes for or

on behalf of The Corporation or which involve the use of The Corporation's equipment, technology or other resources during the RECIPIENT EMPLOYEE'S relationship with The Corporation shall be the sole and exclusive property of The Corporation, and that all property rights to those items shall belong to The Corporation.

2. Protection of Confidential Information:

RECIPIENT EMPLOYEE hereby acknowledges, understands and agrees that whether developed by RECIPIENT EMPLOYEE or others associated with RECIPIENT EMPLOYEE or PANACYA, all Confidential Information, as defined in this Agreement, is the exclusive and confidential property of PANACYA and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure to mark any writing "confidential", "propriety" or "secret" or words of similar import or meaning shall not affect the confidential nature of such writing, the information contained therein or the nature of RECIPIENT EMPLOYEE'S obligations with respect thereto.

3. RECIPIENT EMPLOYEE'S Obligations:

A. RECIPIENT EMPLOYEE agrees that the Confidential Information is to be considered confidential and proprietary to PANACYA and RECIPIENT EMPLOYEE shall hold the same in confidence with the same degree of care that RECIPIENT EMPLOYEE holds RECIPIENT EMPLOYEE'S own confidential or proprietary information (which RECIPIENT EMPLOYEE certifies is at least "reasonable care and diligence to protect"), shall not use the Confidential Information other than for the purposes of employment with PANACYA. RECIPIENT EMPLOYEE will not disclose, publish or otherwise reveal any of the Confidential Information received from PANACYA to any other party whatsoever except with the specific prior authorization of PANACYA.

B. RECIPIENT EMPLOYEE represents and warrants that at no time, including time prior to formal employment with the PANACYA, and during EMPLOYEE'S work with or on the behalf of the Company, whether for this Company or otherwise, and whether for compensation or otherwise, has not and will not disclose to any party any proprietary or confidential information about the Company, including but not limited to the plans, process and activities to form the Company and to develop software and services, which disclosure would be a violation of this Agreement if made today. RECIPIENT EMPLOYEE understands and agrees that Company will rely on such representation and warranty, that such representation and warranty is a material inducement to Company in offering RECIPIENT EMPLOYEE this severance package and that should such representation be untrue, that Company may seek legal recourse against RECIPIENT EMPLOYEE.

C. Confidential Information furnished in any tangible form shall not be duplicated by RECIPIENT EMPLOYEE except for purposes of this Agreement. Upon the request of PANACYA, RECIPIENT EMPLOYEE shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information within ten (10) days of such request and shall retain no copies, summaries, notes or other material containing, summarizing or describing the information contained therein.

4. Term:

The obligations of RECIPIENT EMPLOYEE herein shall be effective for three (3) years from the date PANACYA last discloses any Confidential Information to RECIPIENT EMPLOYEE pursuant to this Agreement.

5. Other Information:

RECIPIENT EMPLOYEE shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by RECIPIENT EMPLOYEE; is rightfully received by RECIPIENT EMPLOYEE without obligations of confidentiality; or is developed by RECIPIENT EMPLOYEE without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to PANACYA along with the asserted grounds for disclosure.

6. No License:

Nothing contained herein shall be construed as granting or conferring any rights, of use, ownership, by license or otherwise in or to any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. RECIPIENT EMPLOYEE agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

7. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Maryland and RECIPIENT EMPLOYEE consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

9. Remedies:

RECIPIENT EMPLOYEE acknowledges that failure to perform the obligations and undertakings set out herein may result in irreparable injury to PANACYA. RECIPIENT EMPLOYEE shall be responsible for the consequences of a violation of the provisions hereof by itself and any party to whom the Confidential Information has been disclosed whether or not PANACYA consented to the disclosure to such party by RECIPIENT EMPLOYEE. The RECIPIENT EMPLOYEE acknowledges that PANACYA believes that the unauthorized disclosure or use of the Confidential Information by the RECIPIENT EMPLOYEE is likely to give rise to irreparable injury to PANACYA for which PANACYA may have no adequate remedy at law.

Accordingly, RECIPIENT EMPLOYEE further agrees that, in addition to remedies otherwise available, any and all such obligations may be enforced by suit, restraining order, and/or injunction with PANACYA's legal fees, and other costs and expenses involved in enforcement of this Agreement, being the obligation of RECIPIENT EMPLOYEE. RECIPIENT EMPLOYEE agrees that in the event of any breach or threatened breach by RECIPIENT EMPLOYEE, PANACYA may obtain, in addition to any other legal remedies which may be available, such

equitable relief as may be necessary to protect PANACYA against any such breach or threatened breach.

10. Final Agreement:

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be amended or modified only by a further writing specifying it as an amendment to this Agreement and duly executed by the parties.

12. Severability:

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Notices:

Any notices, requests, demands and other communications hereunder shall be deemed to have been duly given to a party when personally delivered, transmitted by facsimile, or five days after delivery by an international delivery service, if addressed to such party at its address set forth below. Notices to PANACYA shall be directed to Pauline A. Constantino (whose address appears on the last page hereof). Notices to RECIPIENT EMPLOYEE shall be delivered to Jason Bragg (whose address appears on the last page of this Agreement).

14. No Implied Waiver:

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

15. Headings:

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

The parties have executed this Agreement as of the date first above written.

PANACYA INC.

By: _____

Ron Singh Roda
Chief Financial Officer

RECIPIENT EMPLOYEE:

Jason Bragg

Notice Addresses:

PANACYA Inc.
Pauline A. Constantino
General Counsel
134 National Business Parkway
Suite 400
Annapolis Junction, MD 20701
877-PANACYA
Fax: 877-641-8963
pauline.constantino@panacya.com

RECIPIENT EMPLOYEE ADDRESS:

8460 Grey Stone Lane
Columbia, MD 21405

SCHEDULE A

Additional aspects of the definition of Confidential Information:

"Confidential Information" shall mean information, whether or not originated by PANACYA, which is used in PANACYA's business and is (i) proprietary to, about or created by PANACYA; (ii) gives PANACYA some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of PANACYA; (iii) designated as Confidential Information by PANACYA, or from all the relevant circumstances should reasonably be assumed by RECIPIENT EMPLOYEE to be confidential and proprietary to Customer; or (iv) not generally known by non- PANACYA personnel. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

A. Work Product: Work product resulting from or related to work or projects performed or to be performed for PANACYA or for clients of PANACYA, including but not limited to the interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith, including unsuccessful tests, experiments or research;

B. Computer Software: Computer software of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;

C. Other Proprietary Data: Information relating to PANACYA's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

D. Business Operations: Internal PANACYA personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting PANACYA's business;

E. Marketing and Development Operations: Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of PANACYA which have been or are being discussed; and

F. Customers: Names and customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of PANACYA.

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into and made effective this 24th day of April 2000 by and between PANACYA INC. ("PANACYA"), a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 401 Innovation Drive, Annapolis, Maryland 21402, and Jason Bragg ("RECIPIENT").

PANACYA owns know-how, software, concepts, trade secrets, designs, processes, services, capabilities, copyrights, trademarks, patents, patent and trademark applications, business affairs and other data, business methodologies, knowledge, and information relating to PANACYA 's business, operating procedures, records and systems as well as processes, systems and technology in the development stage, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, all of which are of a proprietary and confidential nature, and shall include, but not be limited to, those additional concepts set forth in Schedule A, attached hereto and made a part hereof (collectively, "Confidential Information");

As a condition of these disclosures, RECIPIENT, recognizing the importance of the Confidential Information to PANACYA, has agreed to execute this Agreement; and PANACYA desires to disclose the Confidential Information to RECIPIENT only if the Confidential Information is properly protected and preserved from dissemination or improper use by RECIPIENT.

ACCORDINGLY, in consideration of the mutual benefits to be derived by each of the parties hereto, it is agreed as follows:

1. Panacya's Ownership of the Information:

The RECIPIENT recognizes that, due to the nature of the relationship between the RECIPIENT and Panacya, the RECIPIENT will have access to, will become aware of and may assist in developing Confidential Information.

The RECIPIENT acknowledges that such information is of central importance to the business of Panacya and that disclosure of it to or its use by others could cause substantial loss to Panacya.

The RECIPIENT acknowledges that all Information disclosed to the RECIPIENT by Panacya shall remain the sole and exclusive property and proprietary information of Panacya. Similarly, the RECIPIENT acknowledges that all processes, inventions, discoveries, improvements, creations, or other work products which the RECIPIENT conceives or makes for or on behalf of Panacya or which grows out of the processes, inventions, discoveries improvements, creations or other work products which the Recipient conceives or makes for or on behalf of Panacya or which involve the use of Panacya's equipment, technology or other resources during the RECIPIENT'S relationship with Panacya shall be the sole and exclusive property of Panacya, and that all property rights to those items shall belong to Panacya.

2. Protection of Confidential Information:

RECIPIENT hereby acknowledges, understands and agrees that whether developed by RECIPIENT or others associated with RECIPIENT or PANACYA, all Confidential Information, as defined in this Agreement, is the exclusive and confidential property of PANACYA and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure

to mark any writing "confidential", "propriety" or "secret" or words of similar import or meaning shall not affect the confidential nature of such writing, the information contained therein or the nature of RECIPIENT'S obligations with respect thereto.

3. RECIPIENT'S Obligations:

A. RECIPIENT agrees that the Confidential Information is to be considered confidential and proprietary to PANACYA and RECIPIENT shall hold the same in confidence with the same degree of care that RECIPIENT holds RECIPIENT'S own confidential or proprietary information (which RECIPIENT certifies is at least "reasonable care and diligence to protect"), shall not use the Confidential Information other than for the purposes of its business with PANACYA, and shall disclose it only on a specific need to know basis. RECIPIENT will not disclose, publish or otherwise reveal any of the Confidential Information received from PANACYA to any other party whatsoever except with the specific prior authorization of PANACYA.

B. RECIPIENT represents and warrants that at no time, including time prior to formal employment with Corporation, and during RECIPIENT's work with or on the behalf of Corporation, whether for Corporation or otherwise, and whether for compensation or otherwise, has not to date disclosed and shall not disclose to any party any Confidential Information about Corporation, including but not limited to the plans, process and activities to form Corporation and to develop Internet security software and services, which disclosure would be a violation of this Agreement if made today. RECIPIENT understands and agrees that Corporation will rely on such representation and warranty, that such representation and warranty is a material inducement to Corporation in offering RECIPIENT a position with the Corporation and that should such representation be untrue, that Corporation may seek legal recourse against RECIPIENT.

C. Confidential Information furnished in any tangible form shall not be duplicated by RECIPIENT except for purposes of this Agreement. Upon the request of PANACYA, RECIPIENT shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information within ten (10) days of such request and shall retain no copies, summaries, notes or other material containing, summarizing or describing the information contained therein.

4. Term:

The obligations of RECIPIENT herein shall be effective for three (3) years from the date PANACYA last discloses any Confidential Information to RECIPIENT pursuant to this Agreement.

5. Other Information:

RECIPIENT shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by RECIPIENT; is rightfully received by RECIPIENT without obligations of confidentiality; or is developed by RECIPIENT without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to PANACYA along with the asserted grounds for disclosure.

6. No License:

Nothing contained herein shall be construed as granting or conferring any rights, of use, ownership, by license or otherwise in or to any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. RECIPIENT agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

7. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Maryland and RECIPIENT consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

9. Remedies:

RECIPIENT acknowledges that failure to perform the obligations and undertakings set out herein may result in irreparable injury to PANACYA. RECIPIENT shall be responsible for the consequences of a violation of the provisions hereof by itself and any party to whom the Confidential Information has been disclosed whether or not PANACYA consented to the disclosure to such party by RECIPIENT. The RECIPIENT acknowledges that PANACYA believes that the unauthorized disclosure or use of the Confidential Information by the RECIPIENT is likely to give rise to irreparable injury to PANACYA for which PANACYA may have no adequate remedy at law.

Accordingly, RECIPIENT further agrees that, in addition to remedies otherwise available, any and all such obligations may be enforced by suit, restraining order, and/or injunction with PANACYA's legal fees, and other costs and expenses involved in enforcement of this Agreement, being the obligation of RECIPIENT. RECIPIENT agrees that in the event of any breach or threatened breach by RECIPIENT, PANACYA may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect PANACYA against any such breach or threatened breach.

10. Final Agreement:

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be amended or modified only by a further writing specifying it as an amendment to this Agreement and duly executed by the parties.

12. Severability:

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Notices:

Any notices, requests, demands and other communications hereunder shall be deemed to have been duly given to a party when personally delivered, transmitted by facsimile, or five days after delivery by an international delivery service, if addressed to such party at its address set forth below. Notices to PANACYA shall be directed to Pauline A. Constantino (whose address appears on the last page hereof). Notices to RECIPIENT shall be delivered to Jason Bragg (whose address appears on the last page of this Agreement).

14. No Implied Waiver:

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

15. Headings:

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

The parties have executed this Agreement as of the date first above written.

PANACYA INC.

By: 

Ron Roda

Chief Financial Officer

RECIPIENT:


Jason Bragg

Notice Addresses:

PANACYA Inc.
Pauline A. Constantino
General Counsel
134 National Business Parkway
Suite 400
Annapolis Junction, MD 20701
877-PANACYA
Fax: 877-641-8963
pauline.constantino@panacya.com

RECIPIENT ADDRESS:
Jason Bragg
8460 Grey Stone Lane, Apt. 2F
Columbia, MD 21045

SCHEDULE A

Additional aspects of the definition of Confidential Information:

"Confidential Information" shall mean information, whether or not originated by PANACYA, which is used in PANACYA's business and is (i) proprietary to, about or created by PANACYA; (ii) gives PANACYA some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of PANACYA; (iii) designated as Confidential Information by PANACYA, or from all the relevant circumstances should reasonably be assumed by RECIPIENT to be confidential and proprietary to Customer; or (iv) not generally known by non- PANACYA personnel. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

A. **Work Product:** Work product resulting from or related to work or projects performed or to be performed for PANACYA or for clients of PANACYA, including but not limited to the interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith, including unsuccessful tests, experiments or research;

B. **Computer Software:** Computer software of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;

C. **Other Proprietary Data:** Information relating to PANACYA's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

D. **Business Operations:** Internal PANACYA personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting PANACYA's business;

E. **Marketing and Development Operations:** Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of PANACYA which have been or are being discussed; and

F. **Customers:** Names and customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of PANACYA.

PAULINE A. CONSTANTINO [CORPORATE COUNSEL]

PANACYATM

April 15, 2002

U.S. Patent and Trademark Office
2011 South Clark Place
Customer Window, Box Missing Parts
Crystal Plaza Two, Lobby, Room 1B03
Arlington, Virginia 22202

Re: Application # 10/035,657
Framework for eService Management

Dear Sir or Madam:

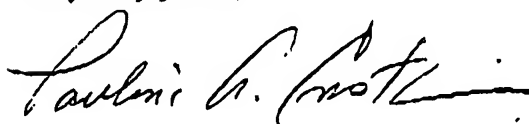
Enclosed please find the following:

- Notice of Missing Parts for each Earl Cox and Michael Cormier;
- Declaration for Patent Application with the signature of each Earl Cox and Michael Cormier; and
- Check for \$65.00.

Please acknowledge receipt by stamping the enclosed copy of this correspondence and returning it to me in the enclosed self-addressed stamped envelope. Thanks.

This is being submitted for a small entity. Please contact me directly at 410-904-8696 as soon as possible if there is any question concerning this submission. Thank you for your attention to this matter.

Very truly yours,



Pauline A. Constantino
General Counsel

Enclosures



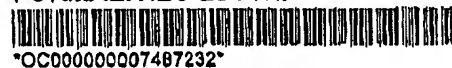
UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
10/035,657	10/26/2001	Earl D. Cox	01-PAN-03

CONFIRMATION NO. 4609

FORMALITIES LETTER



OC000000007487232

Larson & Associates, P.C.
221 East Church Street
Frederick, MD 21701-5405

RECEIVED FEB 9 1 2002

Date Mailed: 02/15/2002

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The signature of the following inventor(s) is missing from the oath or declaration:
1. Earl D. Cox 2. Jason Bragg 3. Michael E. Cormier
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(l) of \$65 for a small entity in compliance with 37 CFR 1.27, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 65.

*A copy of this notice **MUST** be returned with the reply.*

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY

Paula Constantino

From: Paula Constantino
Sent: Thursday, April 25, 2002 10:00 AM
To: Jason Bragg (E-mail)
Cc: Jason Bragg (E-mail 2)
Subject: Framework Patent
Importance: High

Jason,

We never received your signed declaration and assignment for the Framework patent. I had to have the papers filed on 4/15/02 without your declaration which will further now result delay in processing and involve additional expense. Please return the signed original paperwork ASAP using our FedEx account. If I do not receive them within the next ten days, I'll have to file for other paperwork. Please feel free to call me at any to discuss any aspect of this matter. Thanks...

Paula

Pauline A. Constantino
General Counsel
Direct: 410-904-8696

PANACYA Inc.
134 National Business Parkway
Suite 400
Annapolis Junction, MD 20701
877-PANACYA
Fax: 877-641-8963

4/25/2002

Paula Constantino

From: System Administrator [postmaster@origin.ea.com]
Sent: Thursday, April 25, 2002 10:01 AM
To: pauline.constantino@PANACYA.com
Subject: Delivered: Framework Patent

Importance: High



Framework Patent

<<Framework Patent>> Your message

To: Jason Bragg (E-mail)
Cc: Jason Bragg (E-mail 2)
Subject: Framework Patent
Sent: Thu, 25 Apr 2002 08:59:56 -0500

was delivered to the following recipient(s):

Bragg, Jason on Thu, 25 Apr 2002 09:00:53 -0500

LAW OFFICES OF
LARSON & ASSOCIATES, P.C.

221 EAST CHURCH STREET
FREDERICK, MARYLAND 21701

TELEPHONE (301) 668-3073

FACSIMILE (301) 668-3074

E-Mail: michelle@larsonpc.com

May 20, 2002

Pauline A. Constantino
Corporate Counsel
Panacya, Inc.
134 National Business Parkway, Ste. 400
Annapolis Junction, MD 20701

Re: Docket Number 01-PAN-03

Dear Ms. Constantino:

Enclosed for your records is a Notice of Incomplete Reply sent to us recently from the Patent Office in the above-referenced case.

Sincerely,



Jeannette Leveque
Office Manager

Enclosures



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
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APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
10/035,657	10/26/2001	Earl D. Cox	01-PAN-03

Larson & Associates, P.C.
221 East Church Street
Frederick, MD 21701-5405

CONFIRMATION NO. 4609

FORMALITIES LETTER

OC000000008076354

Date Mailed: 05/09/2002

NOTICE OF INCOMPLETE REPLY (NONPROVISIONAL)

Filing Date Granted

The U.S. Patent and Trademark Office has received your reply on 04/16/2002 to the Notice to File Missing Parts (Notice) mailed 02/15/2002 and it has been entered into the nonprovisional application. The reply, however, does not include the following items required in the Notice.

The period of reply remains as set forth in the Notice. You may, however, obtain EXTENSIONS OF TIME under the provisions of 37 CFR 1.136 (a) accompanied by the appropriate fee (37 CFR 1.17(a)).

A complete reply must be timely filed to prevent ABANDONMENT of the above-identified application.

- The signature of the following inventor(s) is missing from the oath or declaration:
Jason Bragg

*A copy of this notice **MUST** be returned with the reply.*

M. Dechat

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY

RECEIVED MAY 13 2002

Please type a plus sign (+) inside this box



PTO/SB/82 (10-00)

Approved for use through 10/31/2002. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT	Applicat ⁿ Number	10/035657
	Filing Date	10/26/2001
	First Named Inventor	Cox
	Group Art Unit	
	Examiner Name	
	Attorney Docket Number	08827.0007

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☒ A Power of Attorney or Authorization of Agent is submitted herewith.

OR

☐ Please change the correspondence address for the above-identified application to:

☐ Customer Number →
OR
Customer Number

<input type="checkbox"/> Firm or Individual Name					
Address					
City		State		Zip	
Country		Telephone		Fax	

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Name	James A. Keller
Signature	<i>James A. Keller</i>
Date	1/17/03

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ *Total of _____ forms are submitted.

Please type a plus sign (+) inside this box



PTO/SB/81 (02-01)

Approved for use through 10/31/2002. OMB 0851-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	10/035657
Filing Date	10/26/2001
First Named Inventor	Cox
Title	Framework for eService Mgmt
Group Art Unit	
Examiner Name	
Attorney Docket No.	08827.0007

I hereby appoint:

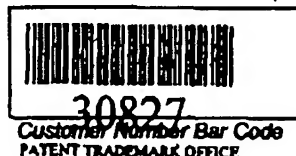
☒ Practitioners at Customer Number

30827

Customer Number

OR

☐ Practitioner(s) named below:



30827
Customer Number Bar Code
PATENT TRADEMARK OFFICE

Name	Registration Number	Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

☒ The above-mentioned Customer Number.

OR

☐ Practitioners at Customer Number

Customer Number

OR



Customer Number Bar Code

☒ Firm or Individual Name

McKenna Long & Aldridge LLP

Address 1900 K Street, N.W.

City Washington

State

D.C.

Zip

20006

Country USA

Telephone

(202) 496-7500

Fax

(202) 496-7756

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

SIGNATURE of Applicant or Assignee of Record

OFFICE OF PETITIONS

Name

Signature

Date

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required. See below.

☐ Total of _____ forms are submitted.

RECEIVED
JUN 09 2003

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Cox

Application No./Patent No.: 10/035657

Filed/Issue Date: 10/26/2001

Entitled: Framework for eService Mgmt

Panacya Inc.
(Name of Assignee)

, a

corporation

Type of Assignee, e.g., corporation, partnership, university, government agency, etc.

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

In the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 011259, Frame 0959, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.
[NOTE]: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

1-17-03
Date

James A. Keller
Typed or printed name

James A. Keller
Signature

ELP+CFO
Title

RECEIVED
JUN 09 2003

OFFICE OF PETITIONS



Commissioner for Patents
Washington, DC 20231
www.uspto.gov

APPLICATION NUMBER	FILING DATE	FIRST NAMED APPLICANT	ATTY. DOCKET NO./TITLE
10/035,657	10/26/2001	Earl D. Cox	01-PAN-03

Larson & Associates, P.C.
221 East Church Street
Frederick, MD 21701-5405

CONFIRMATION NO. 4609



Date Mailed: 02/04/2003

NOTICE REGARDING CHANGE OF POWER OF ATTORNEY

This is in response to the Power of Attorney filed 01/28/2003.

- The Power of Attorney to you in this application has been revoked by the assignee who has intervened as provided by 37 CFR 3.71. Future correspondence will be mailed to the new address of record(37 CFR 1.33).

MONICA L YOUNG
OIPE (703) 306-3482

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Commissioner for Patents
Washington, DC 20231
www.uspto.gov

APPLICATION NUMBER	FILING DATE	FIRST NAMED APPLICANT	ATTY. DOCKET NO./TITLE
10/035,657	10/26/2001	Earl D. Cox	08827.0007

30827
MCKENNA LONG & ALDRIDGE LLP
1900 K STREET, NW
WASHINGTON, DC 20006

CONFIRMATION NO. 4609



OC000000009468424

Date Mailed: 02/04/2003

NOTICE OF ACCEPTANCE OF POWER OF ATTORNEY

This is in response to the Power of Attorney filed 01/28/2003.

The Power of Attorney in this application is accepted. Correspondence in this application will be mailed to the above address as provided by 37 CFR 1.33.

MONICA L YOUNG
OIPE (703) 306-3482

OFFICE COPY